



- (a) Clariti's proposal in response to RFP 24-077 ("Clariti's Proposal") attached hereto as "Exhibit A."
- (b) RFP 24-077 attached hereto as "Exhibit B."
- (c) Statement of Work and Agreement attached hereto as "Exhibit C."

**4. Scope of Work.**

- (a) Clariti shall provide marketing services in accordance with the terms, provisions and plans as provided in Exhibits A, B, and C attached hereto (the "Scope of Work").
- (b) Any revisions made to the Scope of Work, including any requests for additional work to be performed, shall not proceed without the express written consent of County. Such revisions or additional work shall be provided in a written amendment to this Agreement and executed by both Parties before commencement.

**5. Time of Performance**

The time for performance of the Scope of Services by Clariti shall be five (5) one (1) year terms. The Agreement shall be effective upon execution and ending no later than one (1) year after the execution date. The Agreement shall be renewed in writing for each of the four (4) remaining subsequent terms, after the first one (1) year term, with an option of two (2) additional one (1) year terms upon the agreement of the parties. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

**6. Compensation and Payment Terms.**

- (a) Clariti's fees for the Services shall be calculated at the rate(s) set forth in Clariti's Proposal attached hereto as Exhibit A and shall be paid in accordance with the terms of Exhibit C. The Maximum Compensation to Clariti for the Services performed under this Agreement is five (5) payments set forth as follows:

- (1) Ninety-Seven Thousand 00/100 dollars (\$97,000.00), for year one (1);
- (2) Seventy-Five Thousand 00/100 dollars (\$75,000.00), for year two (2);
- (3) Seventy-Five Thousand 00/100 dollars (\$75,000.00), for year three (3);
- (4) Seventy-Five Thousand 00/100 dollars (\$75,000.00), for year four (4);
- (5) Seventy-Five Thousand 00/100 dollars (\$75,000.00), for year five (5).

In no event shall the amount paid by County to Clariti under this Agreement exceed said Maximum Compensation without an approved change order.

- (b) Clariti understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in Clariti's Proposal.
- (c) All performance of the Scope of Services by Clariti, including any changes in the Scope of Services and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by County.
- (d) **Limit of Appropriation.** Clariti understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Work described in Section 4 above is five (5) payments set forth as follows:
  - (1) Ninety-Seven Thousand 00/100 dollars (\$97,000.00), for year one (1);
  - (2) Seventy-Five Thousand 00/100 dollars (\$75,000.00), for year two (2);
  - (3) Seventy-Five Thousand 00/100 dollars (\$75,000.00), for year three (3);
  - (4) Seventy-Five Thousand 00/100 dollars (\$75,000.00), for year four (4);
  - (5) Seventy-Five Thousand 00/100 dollars (\$75,000.00), for year five (5).

In no event shall the amount paid by County under this Agreement exceed the Limit of Appropriation without a County approved change order. Clariti clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall only have available this Limit of Appropriation specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Clariti does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Clariti may become entitled to and the total maximum sum that County may become liable to pay to Clariti under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed the limit of Appropriation.

- 7. **Non-appropriation.** Clariti understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Clariti in writing of such occurrence and the Agreement shall thereafter terminate and on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.

**8. Insurance.**

- (a) Prior to commencement of any work for the Project, Clariti shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Clariti shall provide certified copies of insurance endorsements and/or policies if requested by County. Clariti shall maintain such insurance coverage from the time the Project commences until Final Acceptance of the Project by County and shall provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Clariti shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- (1) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - (2) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  - (3) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (b) County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Clariti shall contain a waiver of subrogation in favor of County and the members of Commissioners Court.
- (c) If required coverage is written on a claims-made basis, Clariti warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.
- (d) Clariti shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

- (e) No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.
- (f) Approval of the insurance by County shall not relieve or decrease the liability of the Clariti.
- (g) Worker's Compensation Insurance Coverage: In the event Clariti employs any individual to perform any portion of work for the Project, Clariti shall certify in writing to County that Clariti provides Worker's Compensation Insurance coverage for each employee of Clariti employed on the Project pursuant to Section 406.096 of the Texas Labor Code. Clariti shall also ensure that each subcontractor on the Project shall provide such certification relating to coverage of the subcontractor's employees to Clariti, who shall provide the subcontractor's written certification to County.

9. **Indemnity.**

**THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL ACCEPTANCE, IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.**

**CLARITI SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, CAUSED BY OR RESULTING FROM THE ACTIVITIES OF CLARITI, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CLARITI EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CLARITI OR BY ANY PERSON EMPLOYED BY CLARITI, OR CLARITI'S AGENT, SUBCONTRACTOR, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CLARITI EXERCISES CONTROL.**

**CLARITI SHALL FURTHER INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, AND CLAIMS OF ANY KIND, INCLUDING PERSONAL INJURY AND PROPERTY DAMAGE, WHICH THE INDEMNIFIED PARTIES MAY SUFFER DIRECTLY AS A RESULT OF CLARITI'S PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT.**

**CLARITI SHALL FURTHER INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY IF COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING SELECTED CLARITI TO PERFORM THE WORK FOR THE PROJECT UNDER THIS AGREEMENT.**

**CLARITI SHALL FURTHER CAUSE ALL TRADE CLARITIS OR ANY OTHER CLARITI OR SUBCONTRACTOR WHO MAY HAVE A CONTRACT TO PERFORM CONSTRUCTION AND/OR INSTALLATION WORK FOR THE PROJECT UNDER THIS AGREEMENT TO AGREE TO INDEMNIFY COUNTY AND TO HOLD IT HARMLESS FROM ALL CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE THAT MAY ARISE FROM SUCH CLARITIS' OR SUBCONTRACTORS' ACTIVITIES FOR THE PROJECT.**

**CLARITI SHALL FURTHER PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE FOR THE PROJECT AS PROVIDED IN SECTION 12 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AND MEMBERS OF COMMISSIONERS COURT AS AN ADDITIONAL INSURED. ADDITIONALLY, SUCH PROCUREMENT AND MAINTENANCE OF INSURANCE BY CLARITI SHALL NOT LIMIT THE LIABILITY OF CLARITI UNDER THIS AGREEMENT.**

**In the event of any conflict between the indemnification or liability provisions in the main body of this Agreement and those of the Exhibits, the provisions of Exhibit "C" shall govern control and any conflicting or additional provisions of this Agreement or any other Exhibit shall be deemed superseded and unenforceable including to the extent of any conflict, duplication, or additional scope provided herein or therein. For certainty and without limitation, the parties acknowledge that County shall not be entitled to recover more than once for the same loss or damage including under any indemnity provisions and that the only indemnity obligations of Clariti shall be as contained in Exhibit "C" which shall be deemed full and final settlement with respect to any particular claim pursuant thereto.**

10. **Public Information Act.** Clariti expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Clariti for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Clariti expressly marked as proprietary or confidential. County shall not be liable to Clariti for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Clariti further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** Clariti shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or

tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Clariti in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act. Clariti shall be responsible for and acquire all permits for the Project required by law in relation to its provision of the Services.

12. **Independent Contractor.** In the performance of work or services hereunder, Clariti shall be deemed an independent Clariti, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Clariti. Clariti and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
13. **Use of Customer Name.** Clariti may use County's name without County's prior written consent only in Clariti's customer lists. Any other use of County's name by Clariti must have the prior written consent of County.
14. **Personnel.** Clariti represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Clariti shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Clariti shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Clariti or agent of Clariti who, in County's opinion, acting reasonably, is incompetent or by his conduct become detrimental to providing work or services for the Project pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Project, and shall use commercially reasonable efforts to replace any such personal in a timely manner.

When performing any work or services on-site at County's facilities, Clariti shall comply with, and will require that all Clariti's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Clariti in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security Reasons, and general health and safety practices and procedures.

15. **Confidential and Proprietary Information.** Clariti acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all

information of any form obtained by Clariti or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents that result from the use of the Confidential Information by Clariti shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Clariti) publicly known or is contained in a publicly available document; (b) is rightfully in Clariti's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Clariti who can be shown to have had no access to the Confidential Information.

Clariti agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Clariti uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Clariti shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Clariti shall advise County immediately in the event Clariti learns or has Reason to believe that Clariti personnel who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Clariti will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Clariti against any such person. Clariti agrees that, except as directed by County, Clariti will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Clariti will promptly turn over to County all documents, papers, and other matter in Clariti's possession which embody Confidential Information.

Clariti acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, in each case, by it or its personnel, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Clariti acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are Reasonable in scope and content.

Clariti in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

16. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Clariti as a part of its work under this Agreement, shall become the property of County upon completion or termination of this Agreement. Clariti shall promptly furnish all such data and material to County on written request.
17. **Inspection of Books and Records.** Subject to County's provision of reasonable prior notice (and in any event, not less than 30 days), Clariti shall permit, during regular business hours, and not more than once (1) per calendar year, County, or any duly authorized agent of County, to inspect and examine the books and records of Clariti maintained by Clariti in respect of the Project, for the purpose of verifying the amount of work performed under the Scope of Services and for verifying compliance with the terms of this Agreement. County's right to inspect such books and records shall survive the termination of this Agreement for a period of five (5) years. **CLARITI SHALL NOT DESTROY OR DISCARD ANY DATA, BOOKS, RECORDS, OR DOCUMENTS REASONABLY RELATED TO THIS AGREEMENT OR THE PROJECT, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**
18. **Termination.**
  - (a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon sixty (60) days prior written notice to Clariti.
  - (b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for the following Reasons:
    - (1) Clariti becomes debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities.
    - (2) Other than due to event of force majeure, if Clariti fails to perform any portion of the Scope of Services under Section 4 above within the timeframe(s) provided under this Agreement and such timeframe has not been extended by the County.
    - (3) Clariti fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
    - (4) If Clariti materially breaches any of the covenants or terms and conditions set forth in this Agreement or subject to the terms hereof including with respect to events of force majeure fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger

performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's Reasonable satisfaction within a period of thirty (30) calendar days after receipt of notice from County specifying such breach or failure.

- (5) Clariti fails to comply with County's documentation and reporting requirements, program objectives, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
  - (6) Non-performance and suspension of the Agreement that exceeds ten (10) calendar days due to a Force Majeure Event.
  - (7) If, after termination, it is determined for any Reason whatsoever that Clariti was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the County in accordance with this Agreement.
- (c) Upon termination of this Agreement, Clariti shall cease all work and activity for the Project by the date specified by County and shall not incur any new obligations or perform any additional services for the Project beyond the specified date. County shall compensate Clariti in accordance with Section 7, above, for such work provided by Clariti under this Agreement prior to its termination and which has not been previously presented for payment by Clariti to County.
  - (d) If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Clariti.
19. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a Reasonable time after the occurrence of such event but no later than ten (10) calendar days, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is Reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and

unforeseeable site conditions; and any other inability of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the Reasonable exercise of due diligence and care.

- 20. **Assignment.** Other than to an affiliate or related party that agrees to be bound by the terms of this agreement Clariti may not assign this Agreement to another party without the prior written consent of County.
- 21. **Successors and Assigns Bound.** County and Clariti each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
- 22. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Clariti release any material or information developed or received during the performance of Services hereunder unless Clariti obtains the express written approval of County or is required to do so by law.
- 23. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

**If to County:** Fort Bend County Information Technology Department  
 Attn: Director  
 301 Jackson St.  
 Richmond, Texas 77469

**And** Fort Bend County, Texas  
 Attention: County Judge  
 401 Jackson Street, 1<sup>st</sup> Floor  
 Richmond, Texas 77469

**If to Clariti:** Clariti Cloud USA, Inc.  
 Attn: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Within ten (10) calendar days of the Effective Date of this Agreement, Clariti shall designate in writing a representative to be County’s primary contact during the term of this Agreement and such representative shall be available as required for the benefit of the Project and County.

- 24. **Performance Representation.** Clariti represents to County that Clariti has the skill and knowledge ordinarily possess by well-informed members of its trade or profession

practicing in the greater Houston metropolitan area and Clariti will apply that skill and knowledge with care and diligence to ensure that the work provided hereunder will be performed and delivered in accordance with the highest professional standards.

25. **Entire Agreement and Modification.** This Agreement together with the Exhibits constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement, Scope of Work for the Project, or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY CLARITI THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS THERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
26. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have Read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and Reasonably and not more strictly against the drafting Party than the non-drafting Party.
27. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any Reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
28. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
29. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
30. **Effective Date.** The Effective Date of this Agreement shall be the date this Agreement is signed by the last Party hereto.
31. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Clariti hereby verifies that Clariti and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Clariti does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Clariti does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
  - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Clariti does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
32. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CLARITI ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
33. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
34. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
35. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and

each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

**{Remainder of Page Intentionally Left Blank}**

**{Execution Page Follows}**

IN WITNESS WHEREOF, and intending to be legally bound, County and Clariti hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

**FORT BEND COUNTY**

\_\_\_\_\_  
KP George, County Judge

**ATTEST:**

\_\_\_\_\_  
Laura Richard, County Clerk

**Reviewed by:**

*Robyn Doughtie*  
\_\_\_\_\_  
Information Technology Director

**CLARITI CLOUD USA, INC.**

DocuSigned by:  
*Claytie Mistry*  
\_\_\_\_\_  
D6FD8F477B9D410...  
Authorized Agent- Signature

Claytie Mistry  
\_\_\_\_\_  
Authorized Agent- Printed Name

Chief Customer Officer  
\_\_\_\_\_

Title

8/28/2025  
\_\_\_\_\_

Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$\_\_\_\_\_ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A



**RFP 24-077 Response for Fort Bend  
County, TX  
Enterprise Permitting Software Solution**

**Business Name: Camino, Inc.**

**Business Address: PO Box 31001-4247, Pasadena, CA 91110**

**Point of Contact Name: David Marshall**

**Point of Contact Email: dmarshall@camino.ai**

**Point of Contact Phone: (617) 594-8000**

Fort Bend County, TX  
301 Jackson, Suite 201  
Richmond, TX 77469

October 30, 2024

Ms. Lindemann

Our team is honored to have the opportunity to partner with you and Fort Bend County to deliver an innovative and secure enterprise-permitting software solution.

We believe that Camino is uniquely qualified to respond to this opportunity. Our mission is to help governments transform the permitting process into an experience that is user-friendly, efficient, and transparent. We have found that the permitting process is among the most complex workflows a government manages. We address this challenge by combining intuitive user design with a highly customizable, feature-rich platform. Our permitting solution is a proven, stable solution that has been successfully deployed in other agencies across the country.

Our co-founders (Nate Levine and Mike Rosengarten) previously founded OpenGov, a market-winning financial transparency and analysis platform deployed in over 2,000 governments nationwide. Our team members have extensive experience with government agencies, including the deployment of permitting software, permit guides, and application portals. Areas of expertise include product development, implementation, customer support, and procurement.

Unique functionality our system offers includes:

- Easy-to-use front-end Guide and Application Portal for an improved experience for your residents
- Improved communications between the county and your residents
- A system and workflow engine that requires no coding that allows the county to maintain and build up it.

Sincerely,

David Marshall

Senior Account Executive

 Camino

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## Company Experience

### Company Profile and Project Team Experience

Camino is the best partner for this project with Colchester County. We have deployed similar Permit Systems to agencies across the US and Canada. Our team is composed of GovTech experts who have successfully delivered software to nearly 2,000 agencies. Our engineers are drawn from the top talent in Silicon Valley and are aligned around a common mission of delivering best-in-class software to the government. Our leadership team draws from decades of experience in the permitting space.

In 2017, the team at Camino performed a thorough survey of technology solutions in the permitting space. We found that while there are many permit management systems available, very few of them offer online portals for citizens. Further, the portals are often clunky, non-intuitive, and fail to help an applicant navigate such a complex process. We also heard from dozens of agencies who struggle to respond to a flood of questions that hits their permit centers every day.

Seeing a clear need for new technology, we developed our Permit System. We are not offering a custom solution—our Permit System is a robust, scalable, SaaS product that was designed to help applicants understand the rules and requirements that apply to their project. Our user interfaces are meticulously designed to look beautiful while simplifying a complex process. Our platform is fast, secure, and built on the best infrastructure available in the industry. Camino has designed an easy-to-use workflow engine that can be easily modified without a technical background. Finally, our back-end configuration engine is unparalleled in its flexibility and ease of use.

I am confident that if we are selected for this project, Camino will deliver the best solution for Arlington's needs.

### Company's Experience in implementing cloud-based permit systems

Camino's only focus is working with government agencies to improve how they manage their permit processes.

Camino prides itself on differentiating itself from many of the permit software providers by using today's technology to make complex processes transparent, approachable, and intuitive.

Camino has over 100 customers. We did not purchase an old permitting system to create our customer base but have built our customer base from the ground up taking advantage of the latest technology available on the market.

Our customers include our reference customers that are listed above as well as others like Charles County, MD; Travis County, TX; McKinney, TX; Riverside County, CA; and many others

## How Camino is Different

Your county has a significant challenge in reviewing multiple permit systems and deciding on a suitable solution. Camino wants to highlight how we're different from most of the competition out there and give a brief description of why it matters.

### Camino's Guide Functionality

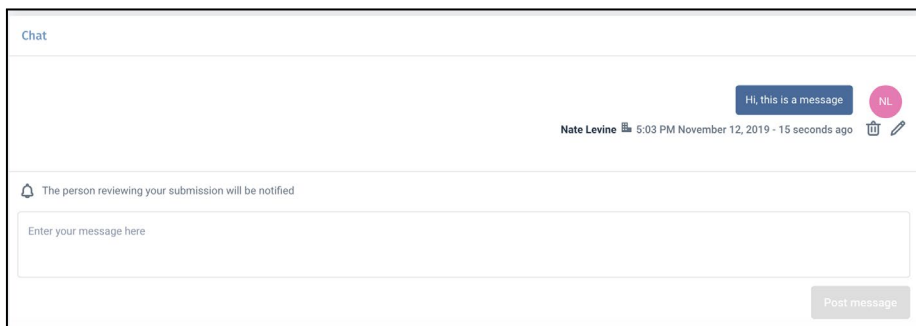
What happens when a resident calls or comes into the county offices and asks for information on a project BEFORE they're ready to apply for a permit? If you're like most counties out there, you do some research, ask some questions, and pull out forms and documents that attempt to answer their questions.

Camino's Guide functionality will provide your residents with an online solution to answer their questions BEFORE they're ready to apply for a permit. Camino's Guide will utilize the county's GIS layers to identify zoning restrictions and customize the requirements of each Guide based on each unique situation (like construction in a flood zone, construction in a historical district, or work that isn't properly zoned for their property). Camino's Intelligent Guide would also present only the forms, fees, and documents that would be required for their unique project for when (or if) the applicant is ready to apply for a permit.


This same Guide functionality could be easily configured, in the future, for other complex processes to answer your resident's questions BEFORE they were ready to move forward.

### Camino's Chat Functionality and Communication "link" to the Applicant

How many calls are coming into the permit department with questions about the permit process or questions on the status of an existing permit? Camino has an internal chat functionality that is intelligent enough to know where to send specific questions from applicants. An individual or a group in that department will receive an email with the question and can continue the conversation over email. Each conversation will be stored in Camino with the application so the conversation could be shared with others and used as a backup if disputes arise as to what was said in the future.



Camino's permit system also updates the applicant with email notifications of changes in the status of their permit or any requests for changes from the county. Their email will provide a link back to their application in Camino where they can view all the updates and make any changes or updates that are requested by the county. Now your applicants won't have to call you for updates.

 City of Demo

The status of your submission has been updated

STATUS  
PLAN REVIEW → REVIEWS COMPLETE


UPDATED BY  
DM David Marshall

[View submission](#)

---

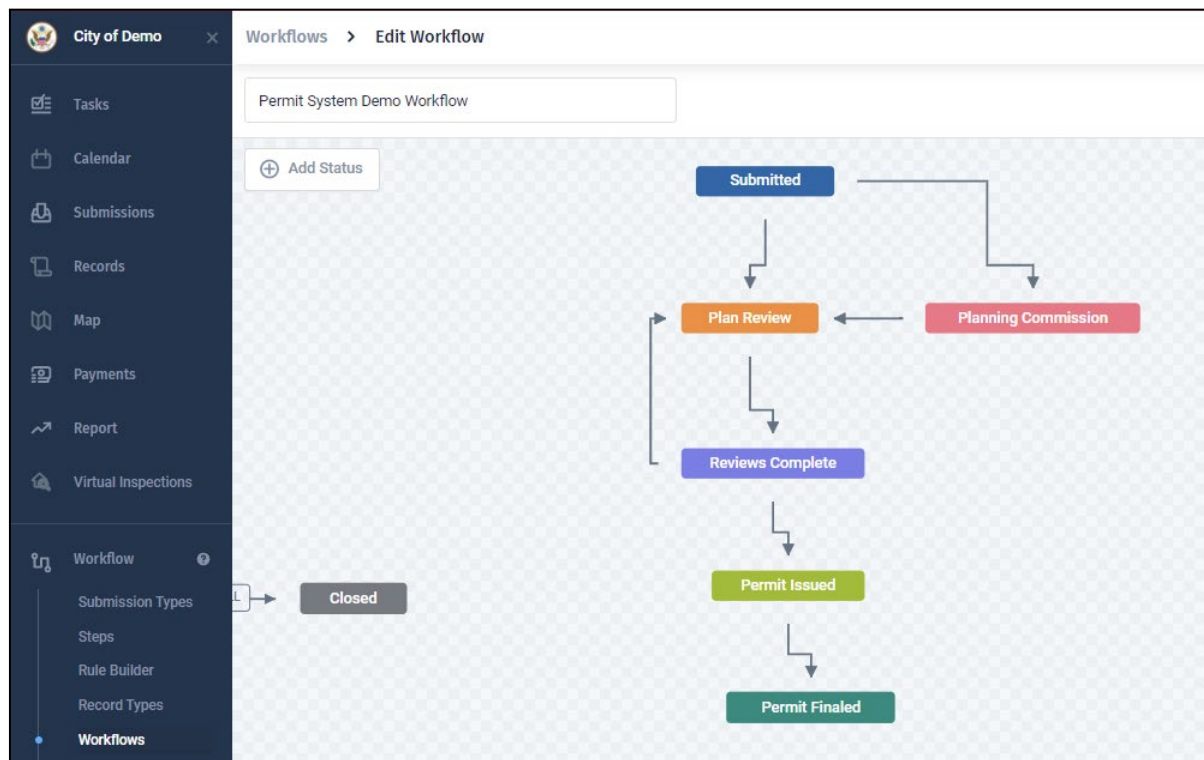
Details [View submission →](#)

Submission Number:	SUBMISSION-2022-537
Submission Status:	Reviews Complete
Submission Location:	450 Lowell Avenue, Old Palo Alto, Palo Alto, California 94301
Submission Type:	Residential Building Project New Accessory Structure (Detached) ▶ Guest House
Submission Last Updated:	July 28, 2022



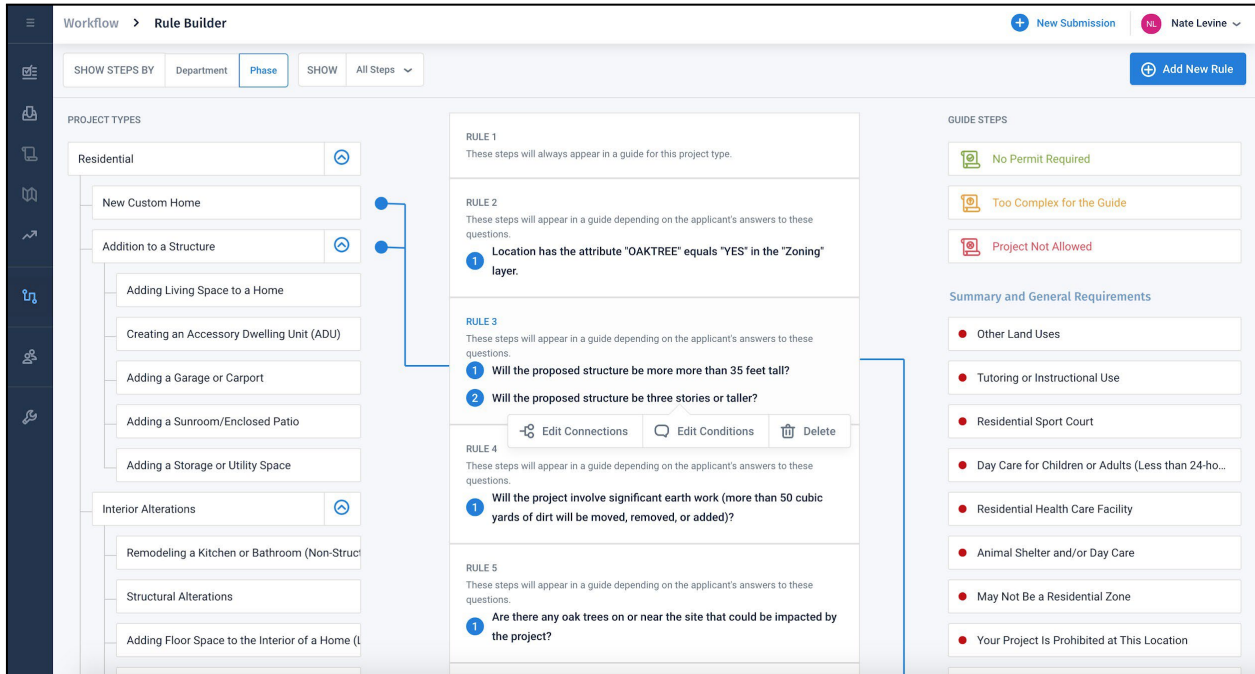
## Camino's Workflow

Camino has created a very advanced workflow engine that can allow county employees to easily build and modify their own complex workflows. This puts the power of the system in the county's hands, rather than being beholden to IT consultants or coders to make changes for you.



## Camino's Ease of Use

Camino was built from the ground up to not include any coding and to be very easy to use. This is a piece of functionality that we believe is very important for government organizations because it allows non-technical people (with the correct access) to be able to add or modify their existing processes, workflows, and guide steps. There is no coding involved and is very easy to use once an individual understands the basic logic of Camino.



Example of Rule Builder engine

## Camino’s Continued Innovation

Unlike other permitting systems that are older and in more of a maintenance mode, Camino is continuing to innovate and add additional features and functionality. While Camino has a development plan for future innovation, we also listen to the needs and ideas of our customers to be able to create new functionality that all our customers can benefit from. Camino releases updates quarterly and sometimes monthly. If the updates require training, you will be notified and trained on the new functionality before it is released.

## Tab 1 - Technical Response

### Camino Permit System Functionality - Scope of Work

Camino has all the capabilities (and more) to exceed your expectations.

As a hosted solution, there is no hardware or software that your IT team needs to maintain or upgrade. Camino will manage all upgrades, enhancements, and security at no additional cost.

Camino believes that complex processes can be made transparent, approachable, and intuitive. This belief is very applicable to permitting which can be a very confusing and complicated process for the average resident that does not have a background in construction.

In building Camino's permit system, we saw that gathering data BEFORE the permit process began was a manual process filled with static checklists that didn't apply to each situation and a webpage filled with documents and building codes that did not apply to everyone.

As the foundation of our system, Camino created our Guide functionality. This Guide is utilized as a stand-alone system by many cities and counties that have already committed to other permit systems, but still wish to give their applicants an online system to create customized guides to be able to answer their own questions as to what will be involved and required if they apply for a permit. These Guide-only users include Tampa, FL; Charles County, MD; and Sacramento County, CA.

Camino's Guide asks easy questions that your resident can answer and utilizes your county's GIS information on the backend to identify potential zoning restrictions (ex: in a flood zone, in a historical zone, not zoned for the work they are considering, etc.). Camino doesn't require the applicant to know that their property is in a flood zone, or that their property isn't zoned for multifamily homes... the system will find that out for them. With this information, Camino can give the potential applicant a customized Guide of only the information that is pertinent to their project and the specific zoning of their property.

From the intelligence that Camino's Guide has gathered, it will also lay out all the forms that need to be completed, the documents that need to be uploaded, and the fees that need to be paid. Camino will also know if multiple permits need to be applied for and will ensure that all the information is laid out for the potential applicant.

If the applicant is not ready to apply, they can use this information to understand what will be required of them and how much it will cost IF they apply. When (or if) the time comes that they're ready to apply, they can log back into Camino and begin completing the steps that are supplied to them.

Camino allows the county to identify mandatory items that must be included in the application. This could include specific fields on each form, which documents need to be downloaded, or ensure all the fees are paid. Once the mandatory fields are completed, Camino will allow the application to be electronically submitted to the county as a complete package. This ensures that you don't receive any incomplete applications that require you to chase down the applicant for the missing information.

The county will be alerted to the new application. You can review it and communicate back with the applicant (using Camino) if the documents are not correct or if you need additional clarification on their answers. The applicant will be alerted with an email of your request for changes. The email will include a link that will take them back to their application in Camino to be able to make the changes and resubmit their application.

Once the county has all the information it requires it can change the status of the application and begin the review process. The status workflow is easily set up with Camino's workflow engine. The county can

easily create multiple workflows for various different types of permits. Each status includes unique steps in the approval process.

County employees or groups involved in the review process will receive an email alert about their tasks and can go into Camino to see a list of the tasks they have to complete as well as the due dates on each task.

As reviews are completed and the process transitions to a new status, the applicant is continually updated with emails. They will be linked back to Camino where they can view the latest activity on their permit so that don't have to call the county for updates.

Camino's rules engine does not require any coding and can be added to or modified by individuals in the county without requiring any IT experience. This makes it easy for the county to create new permit processes or edit existing ones without any outside assistance.

## Summary of Camino's Permit Guide

A short video on Camino's Guide capabilities can be found here:: <https://youtu.be/sngO07Cf3z0>

Camino's Permit Guide allows for unlimited users and is a web-based solution that helps home and business owners cut through the complexity of acquiring a building permit. The Permit Guide serves as a virtual 'pre-meeting' that every applicant can complete before ever contacting the county. After first answering a series of questions about their project ("How large is your swimming pool?", "How high is your deck?"), applicants will automatically receive a customized guide containing their timeline, fees, and required steps for successful project completion. The Permit Guide will also integrate with existing GIS systems to let the applicant know whether their project is affected by special factors such as a flood zone or fire zone.

The Camino Permit Guide is unique in its user-friendly design. Our Guide differentiates itself by providing an intuitive interface that walks users through the permitting process. The user experience is approachable for all levels of experience, as the Permit Guide uses clear icons and simple questions to walk users through what can otherwise be a complex process. Because the Permit Guide creates an accessible, intuitive experience for users, the platform can effectively replace the need for an in-person application meeting in many cases, thereby saving the county valuable time and resources. Because the Permit Guide emphasizes clear design, simple layouts, and non-technical language, the Guide is accessible and intuitive for homeowners without professional or technical expertise related to their project. The Permit Guide is ADA-compliant.

Camino will host an online Permit Guide application with the following features:

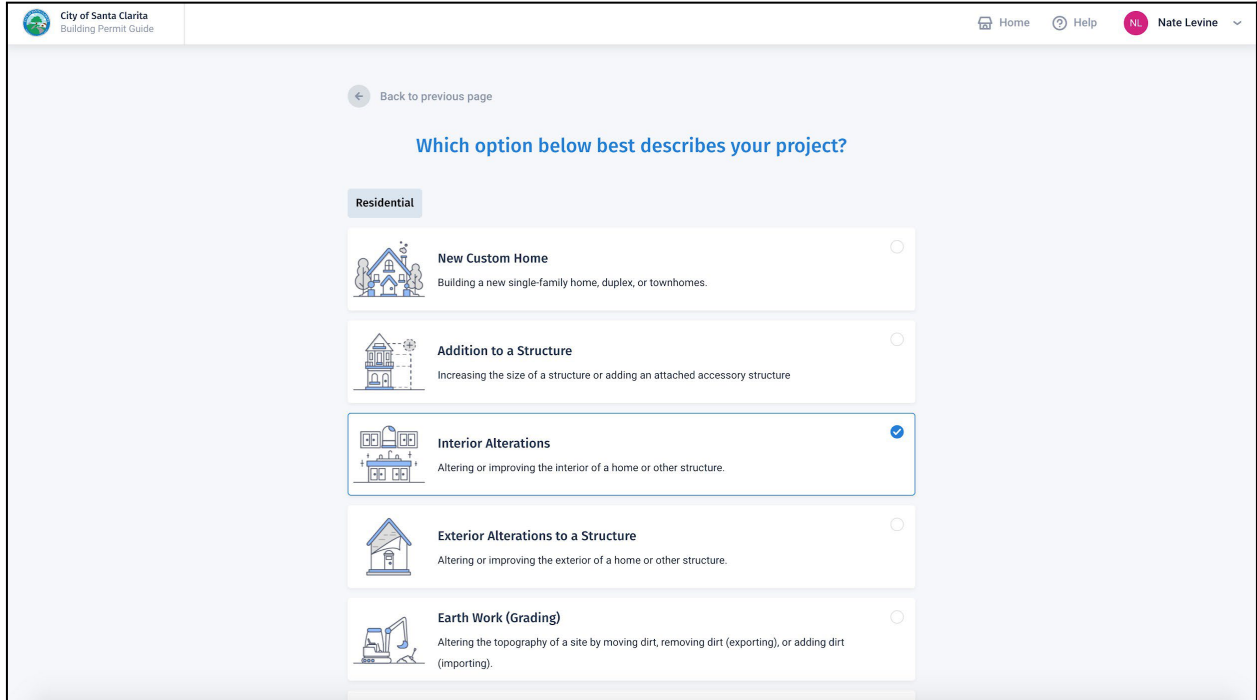
- An online portal where residents and contractors can create an account and view all projects they are working on.
- An intelligent Guide that will ask applications a series of questions about their project and inform them whether they need a permit.

- If a permit is required for a project, the Guide will generate a customized checklist of steps for the applicant to follow, complete with detailed instructions. The checklist can include images, videos, attachments, or other instructional content.
- The Guide will flag whether a project falls within geographic zones (like flood or fire zone) and trigger any related rules. The Guide can also inform a user whether their project is allowed in a given zone.
- The Guide can calculate and generate fees or timelines that may be associated with the project.
- Users will be able to send messages and communicate directly with the county through Camino (if desired).
- The county will be able to track all submissions into the Guide and build custom dashboards and views, including geographic map reports
- The county will be able to configure and manage the Guide through an entirely self-service administrative panel.
- A button that will allow system administrators to export all business data from the system in CSV format.
- If the individual is ready to apply for their permit, the intelligent guide will lay out the correct forms, fees, and documents that can be submitted online. Camino will ensure a complete submittal and will not allow mandatory items to be omitted.
- As the permit proceeds through the approval process, the applicant will be continually updated on the status of their permit through email alerts and the ability to link back to their online Guide to see the updated status.

## **Project Interview and Information Gathering Experience**

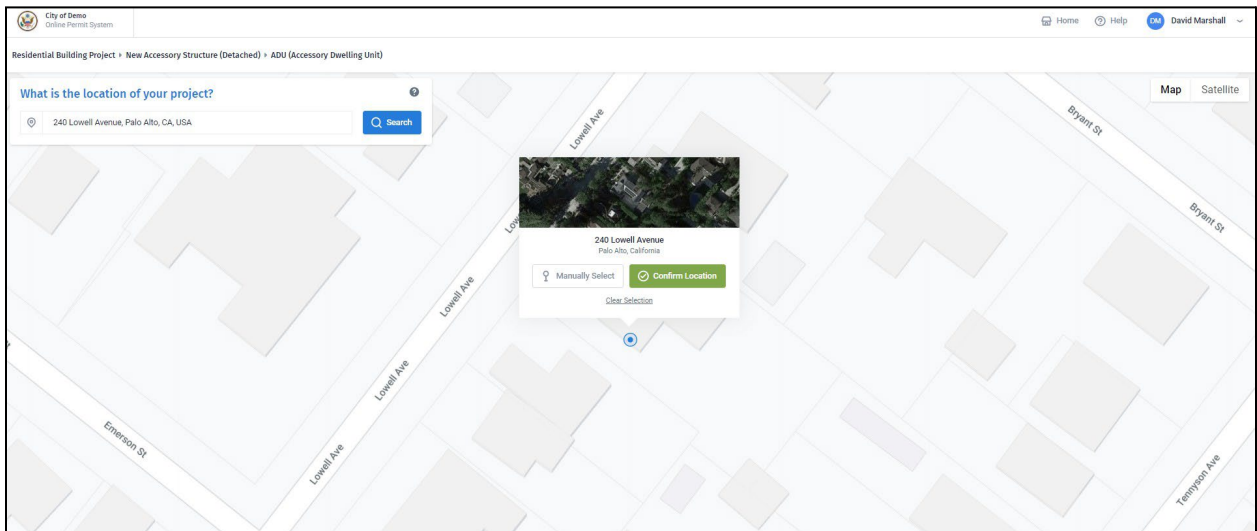
### **Project Type Selection**

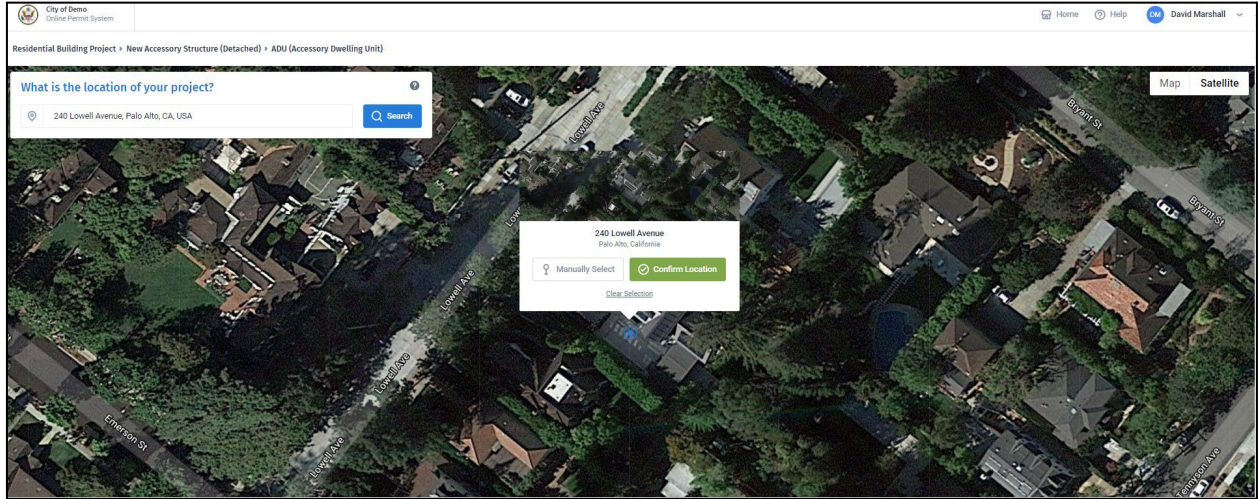
The first step in the Guide is selecting a Project Type. Project Types are presented to the user as a visual menu complete with optional descriptions. As a user makes selections, they “drill down” through the Project Type tree until they reach a detailed description of their work.



## Address Selection

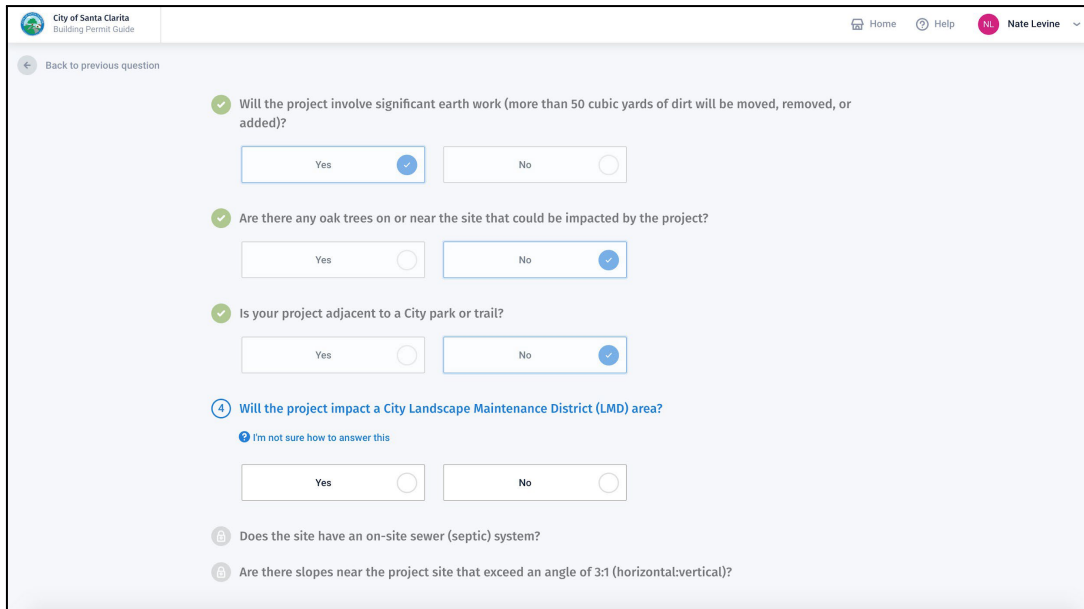
Once the Project Type has been selected, the user is prompted to select a project location. This is done by first entering an address, and then confirming the specific parcel. Camino is capable of integrating legal county addresses so the selection matches addresses in the permit system. The selected parcel will be used to drive GIS-based rules and also confirm that the user is applying to the correct jurisdiction. This is especially helpful for counties that have incorporated cities that manage their own permits are not a part of the county's jurisdiction when it comes to permits.





## Project Survey

After address selection, the user will be asked to answer a series of more detailed questions about their project. These questions are dynamic, meaning that they are added or removed in response to prior questions.



If the user needs help answering a question, they can click "I'm not sure how to answer this" to pull out an information tab:

Here's some additional detail that may help:
✕ Close

If you're still unsure how to answer this question, click the Help button at the top right of the page.

We have identified a City landscape easement on or near your site. Answer yes to this question if your project will involve either of the following:

- Access to the construction work will require the disturbance or crossing of LMD areas
- The project involves the relocation or removal of a fence boundary adjacent to a landscape easement.

significant earth work (more than 50 cubic yards of dirt will be moved, removed, or

No

or near the site that could be impacted by the project?

No

a City park or trail?

No

City Landscape Maintenance District (LMD) area?

No

ite sewer (septic) system?

project site that exceed an angle of 3:1 (horizontal:vertical)?

## Progress is Saved

All progress through the Guide is saved in real time. If a user closes the page or logs out, they can resume wherever they left off by logging back in.

## Permit Guide

After answering all required questions, the user will be presented with a custom Permit Guide. Camino's Permit Guide is "smart," meaning that it provides different information and logic depending on the applicant's specific responses. The Permit Guide will provide different information according to users' responses to each question posed in the process. These questions are informed by the users' specific projects, project locations, and responses to previous questions.

If a certain permit type or a permit in a certain area of the county is not allowed or requires additional approvals or documentation, the Guide will provide information specific to that request type. For example, if a user is seeking a permit for a complex home renovation in a historical district, the Guide will provide specific instructions for this project, which may include details on how to prepare for a meeting with county staff or design requirements that the user must incorporate into their proposed building plans.

The Guide is organized as a checklist: along the left of the screen is a series of steps that the applicant will need to follow for their project. By default, the steps are displayed chronologically as a timeline and grouped into phases (such as "Plan Review" or "fee payment"). Clicking on each step pulls up detailed instructions for how to complete the step, including any attachments, images, hyperlinks, forms to be filled out, documents to be added, or fees to be paid.

City of Santa Clarita  
Building Permit Guide

Home Help View Welcome Content Nate Levine

Accessory Dwelling Unit (ADU)  
22358 Cardiff Drive, Santa Clarita, California 91350

Instructions ID #2019-3434

5 Have Construction Plans and Documents Prepared

Plan Requirements for Residential Projects

Fire Hazard Zone Construction Requirements

6 Submit Your Project for Plan Review

L.A. County Fire Prevention Plan Review

L.A. County Fire Fuel Modification Review

Submit a Permit Application

Building & Safety Plan Review (Small Projects)

7 Obtain Agency Clearances and Pay Fees

Clearance for Building Permit: City Planning

City Building & Safety / Have Construction Plans and Documents Prepared

### Plan Requirements for Residential Projects

ADDED ON  
November 12, 2019

Instructions

Detailed construction plans are required for your project. Construction plans must clearly indicate the location, nature, and extent of the project, and show in detail how it will comply with the Building Codes. A complete set of construction plans includes the following:

- Site plan
- Floor plan(s)
- Exterior elevations
- Building sections
- Utility plan(s)
- Foundation plan
- Framing plan(s)
- Structural details
- Material specifications
- Energy and CALGreen compliance information

## GIS Rules

Steps can be added dynamically based on the results from GIS queries:

City Building & Safety / Have Construction Plans and Documents Prepared

### Fire Hazard Zone Construction Requirements

ADDED ON  
November 12, 2019

Instructions

Your site is located in a fire hazard zone. Structures built in a fire hazard zone shall comply with special construction requirements.

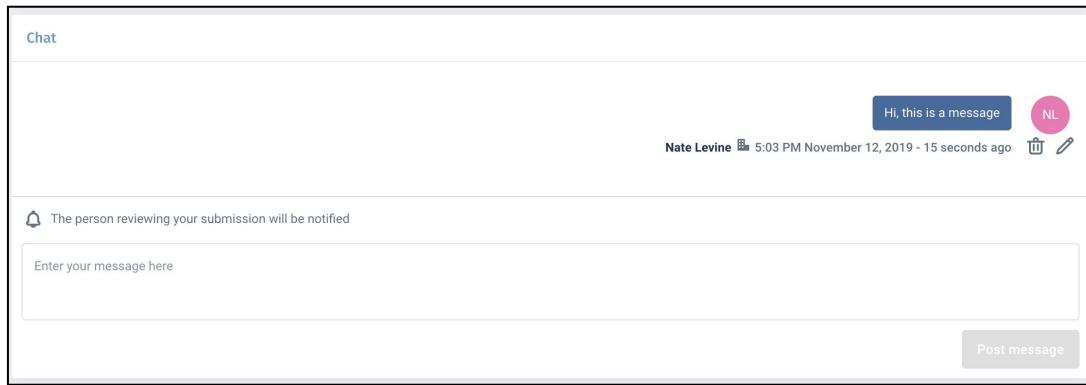
For more information, please see the following information sheet: [Fire Hazard Zone Construction Requirements](#).

## Chat Interface

A short video of Camino's communication functionality can be found here:

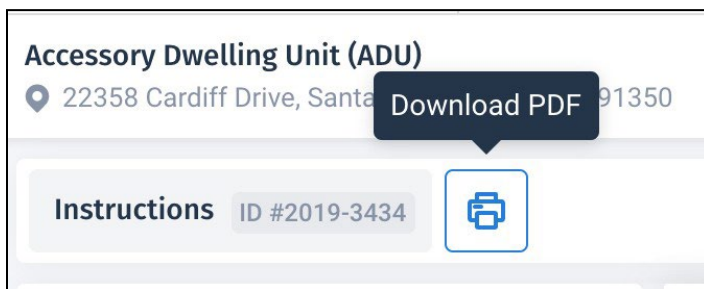
<https://youtu.be/CzPriUUQmc0>

The county will have the option to turn on a Chat Interface for each Step in the Guide. This will allow the user to send questions directly to the correct county department. County users will be notified by email when a message is sent and can respond directly. The answers will be stored in a chat log on each step:



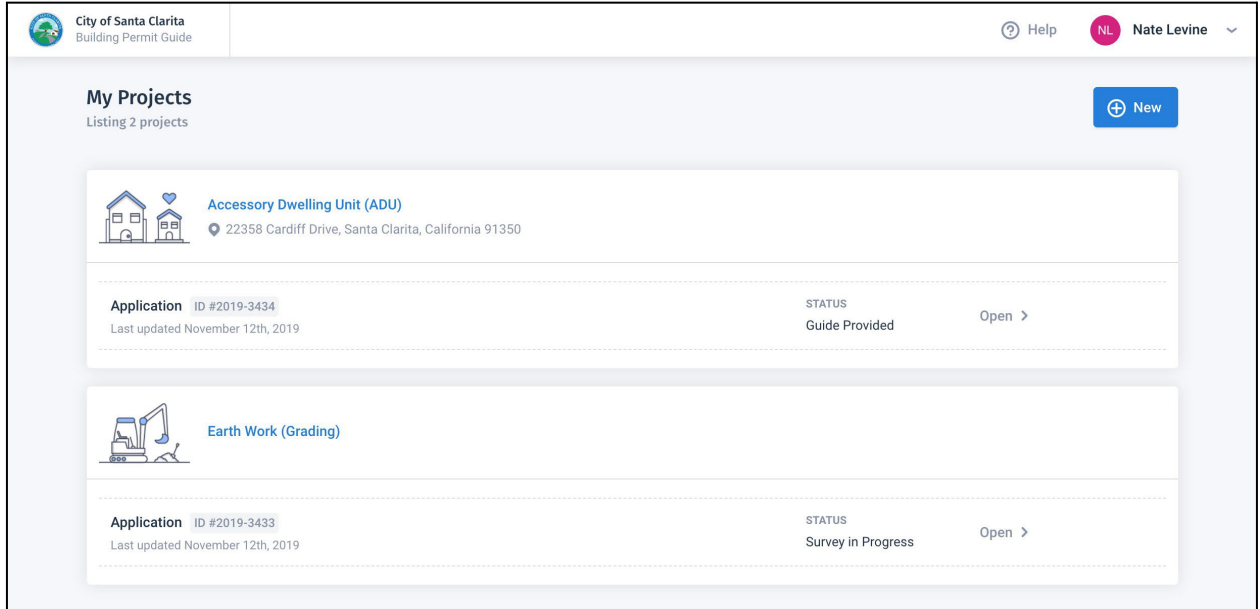
## PDF Download

All Guides can be downloaded as a PDF. This is particularly helpful if county staff want to generate and print a Guide while somebody is at the permit counter or over the phone and is not comfortable with the internet:



## My Projects

Users have access to a My Projects page that shows any Guides that have been completed or in progress. New Guides can also be started from this page:



## A Fully Functional Portal

A short video of Camino’s Application Portal (with intelligence from the Guide) can be found here:

<https://youtu.be/i8Uvyjdb950>

Camino has a fully functional portal that can be easily configured to do what you require. The portal can be utilized for informational purposes BEFORE an individual is ready to apply for a permit and then the applicant to their portal to properly submit the application.

Differing from other Application Portals, Camino’s Application Portals utilized the intelligence of the Guide to only provide the forms, fees, and documents required for a complete submittal. As an example, Camino does not provide a long list of documents that could be submitted and ask the applicant to decide, Camino only shares the documents (or forms, or fees) that are required for their specific project and zoning situation.

The county can determine mandatory fields that must be included before the application can be submitted and will not allow the applicant to submit their application with fields, fees, or documents missing.

## Electronic Payment Processing

A short email on this functionality can be found here: <https://youtu.be/Sdr4FDXaqKU>

Camino has integrations already built with many electronic payment processing systems including

- Stripe
- Point and Pay

- Invoice Cloud
- Authorize.net

Important to note that while Camino utilizes an individual’s credit card information to collect payments online, we do not save this information after the translation is made.

**Pay your fees now**

Fees for Application  
February 1, 2023

Residential Accessory Structure Fees Residential Accessory Structure Fee	\$1,000.00
Test	\$100.00
Residential Application and Plan Review Fee Residential Accessory Fee	\$100.00
SUBTOTAL: \$1,200.00	
NON-REFUNDABLE PROCESSING FEE:	\$36.15
Total Amount: <b>\$1,236.15</b>	

**Enter your billing information**

FIRST NAME *Optional* LAST NAME *Optional*

Enter your first name Enter your last name

BILLING ADDRESS

Street number and name

Apartment, suite, or unit number

City State Zip

CARD NUMBER


1234 1234 1234 1234

MM / YY CVC

Pay fees now

Camino does not require payments to be made online to function well, but online payment capability is already set up for you to use if you wish. The option of using online payments can be turned off and not be utilized initially and can be turned on at a later time.

If online payments were not initially utilized, the county can accept payments in person and mark them as paid easily in Camino.


  
**Mark as Paid**

You can manually mark these fees as paid. Please provide details below regarding this payment.

<b>Fee for Application</b>	<b>\$5,600.00</b>
----------------------------	-------------------

Processing fee has not been included as it only applies to online credit card transactions.

**NOTE**

Paid in full with check number 1234 

CancelSubmit

After the payment has been logged into Camino the applicant will receive an electronic receipt emailed to them. The receive will also be a part of their online records in Camino.

Residential Building Project > New Accessory Structure (Detached) > Guest House  
300 Pasteur Drive, Palo Alto, California 94304

Summary Application Details Documents Map **Payments** Activity Records

Print

### Fees for Application

NUMBER  
SUBMISSION-2023-9

ADDRESS  
300 Pasteur Drive, Palo Alto, California 94304

APPLICANT  
David Marshall

CREATED DATE  
January 6, 2023

#### Transaction #12086

Paid • Amount paid January 6, 2023

<b>Residential Accessory Structure Fees</b>	<b>\$1,000.00</b>
Residential Accessory Structure Fee	
Test	\$100.00
<b>Residential Application and Plan Review Fee</b>	<b>\$100.00</b>
Residential Accessory Fee	

SUBTOTAL: \$1,200.00

TOTAL AMOUNT DUE: \$1,200.00

The department or the applicant has the ability to print off a paper receipt if necessary.

Fees for Application

NUMBER  
SUBMISSION-2023-252

ADDRESS  
2803 CHEYENNE AVE

APPLICANT  
Bob Smith

CREATED DATE  
March 1, 2023

#### Transaction #14059

Paid • Amount paid March 1, 2023

<b>Residential Accessory Structure Fees</b>	<b>\$1,000.00</b>
Residential Accessory Structure Fee	
Test	\$100.00
<b>Residential Application and Plan Review Fee</b>	<b>\$100.00</b>
Residential Accessory Fee	

SUBTOTAL: \$1,200.00

TOTAL AMOUNT DUE: \$1,200.00

Manual Payment  
Paid in full with check # 123

Print 1 sheet of paper

Destination HP OfficeJet Pro 9010

Pages All

Copies 1

Layout Portrait

Color Color

More settings

Print Cancel

After the fee has been paid, there is an option of issuing a refund as well.

**Issue a Refund**

---

**Transaction #7679**

**Paid** • Amount paid August 25, 2022

<b>Residential Accessory Structure Fees</b>	<b>\$1,250.00</b>
Residential Accessory Structure Fee	
Test	<b>\$125.00</b>

<b>Residential Application and Plan Review Fee</b>	<b>\$100.00</b>
Residential Accessory Fee	

SUBTOTAL:	\$1,475.00
<hr/>	
TOTAL AMOUNT DUE:	<b>\$1,475.00</b>

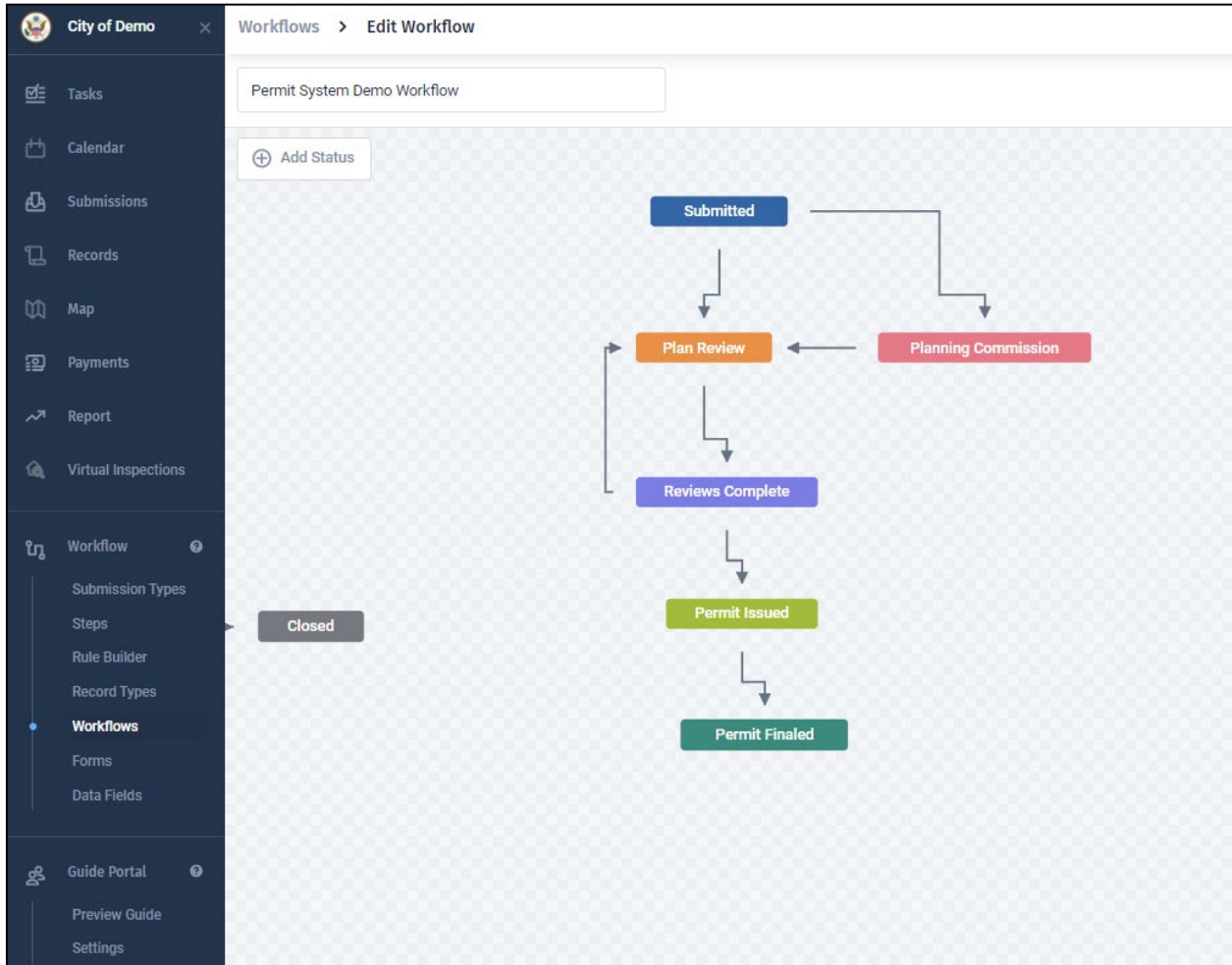
  

Manual Payment  
paid with check 123

## Workflow Capabilities

A short video of Camino's workflow functionality can be found here: <https://youtu.be/4CXItHUeMF0>

Camino has developed an easy-to-use workflow engine that will allow the county to easily build and modify workflows for different types of projects. This workflow engine requires no coding and can be easily set up by anyone in the county with the proper access and a little training on the logic.



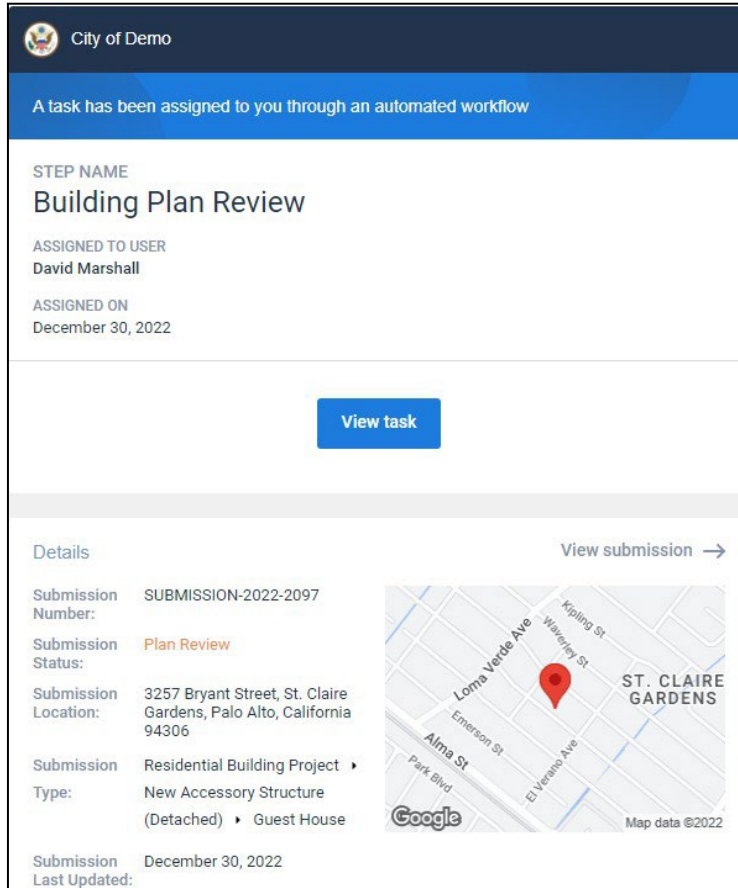
## Tasks, Plan Review, and Electronic Plan Review Integration

A short video on this functionality can be found here: <https://youtu.be/4CXltHUeMF0?t=167>

Camino offers built-in integration to **ePlanSoft** or **BlueBeam** for electronic plan review at no additional cost. The subscription to these electronic plan review software options would be separate from the cost of Camino.

Many of our customers do their plan reviews with free red-lining options like Adobe PDF. Camino's review process can work with or without a formal Electronic Plan Review system integrated into it.

Specific plan review steps can be set up in the workflow process and can be automatically assigned to a department or an individual. The group or individual will be made aware of the task that has been assigned to them through an email with a link back to the task in Camino.



example of the email notification the reviewer would receive with a link to Camino.

The system can be configured in the way that the county is most comfortable to complete the review. In the example of a plan review, Camino has the ability to link to electronic plan review systems like **ePlanSoft** and **BlueBeam** to manage the redlining process.

The reviewer will select the documents they are reviewing from the list of documents that were added during the submittal process, redline the documents, and add the redlined document back into Camino with comments. Camino can collect the comments from each reviewer if the county wishes.

The reviewer also has the ability to reach out to the applicant with questions or requests or create internal comments for county staff that the applicant does not see.

All this communication will be saved in the Activity Feed for the application and can be viewed later if issues arise.


**Mark Review Complete**

**Instructions**

Plan review ensures buildings under construction and those being remodeled are in accordance with the Gilpin County building codes and that key safety systems are designed correctly and work properly at the time the building is occupied. Our team will review your plans and request revisions if necessary.


Step is completed by: Agency

**Review**

 **Create ePR Project**


ePR Project Number	N/A
ePR Project Name	N/A

**Documents for Review** + Add documents for review

 **Floor Plans - V1.pdf** Not sent to ePR Rename Download Delete

Uploaded by David Marshall on December 30, 2022



**Corrections and Markups** + Add corrections and markups

 **Reviewed Floor Plans - V1.pdf** Not sent to ePR Rename Download Delete



Uploaded by David Marshall on December 30, 2022

---

**Comments** 1 **Internal Notes** 0

**David Marshall**  12:31 PM December 30, 2022 - 29 seconds ago 

I have a question about the plans you submitted.....

As reviews are completed, the applicant can be notified, and county employees can see the review is complete as well

STEP NAME	COMPLETED BY	GROUP	ASSIGNED
<input checked="" type="checkbox"/> Building Plan Review Review	Agency	Building Department	EM
<input type="checkbox"/> Planning Review Review (Required)	Agency	Planning & Zoning Department	
<input type="checkbox"/> Fire Review Review (Required)	Agency	Fire Department	

example of county employee's view of updated review status

**Fees**

- Residential Accessory Structure Fees  
Pay a fee
- Residential Application and Plan Review Fee  
Pay a fee

**Project Review**

- Building Plan Review**  
Review
- Planning Review  
Review (Required)
- Fire Review  
Review (Required)

example of status updates applicants can see in their portal

## Tracking Legacy Changes to Land

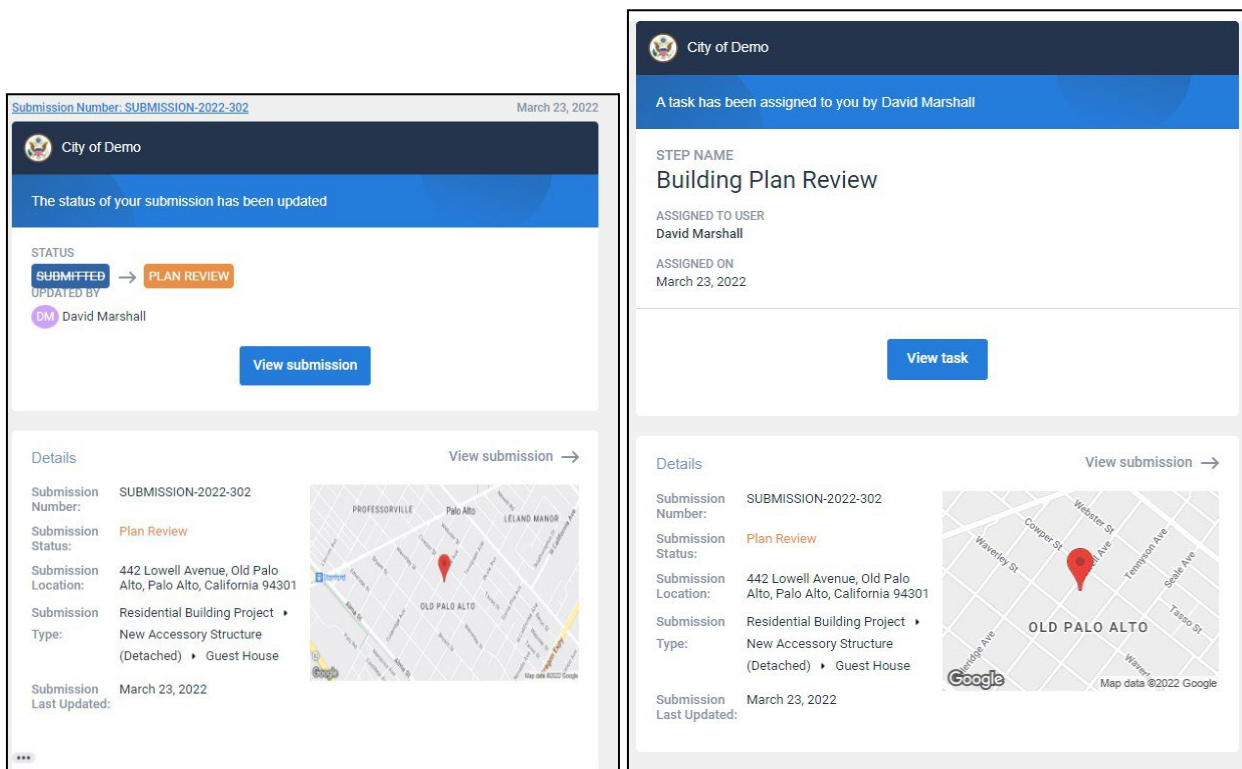
Projects in Camino can be identified by addresses or by parcels. As parcels are changed, Camino stores the historical records of the original parcel. Users will be able to see the development timeline. when the address/parcel is selected, the related GIS data is also copied onto the submission. This means that if the layer was updated, the submission would still show the parcel as it was when the submission was submitted.

## Automatic Notifications

Camino is designed to keep the applicant updated and allow the county to communicate to the applicant with questions or requests for changes. The applicant will be alerted with an email. The email will allow the applicant to link directly back to their application in Camino if they wish. Camino will also email the applicant any updates to the status of their application so they do not need to call the county for updates.

Camino will also alert internal county users to tasks that have been assigned to them or updates to a submittal that they want to follow.

The example on the left would go to the applicant and the example on the right would go to a county employee



## Reporting Capabilities

A short video on Camino’s reporting capabilities can be found here: <https://youtu.be/c9r4vFY2CHw>

Camino allows internal users to filter all the information in the system into a format that they want to work with and save these filters so they can be used in the future.

The screenshot displays the 'Submissions' dashboard interface. On the left, there is a 'Saved Views' sidebar with options: 'Set a default view', 'Load a view', and 'Create a new view'. The main area is titled 'Submissions' and includes a 'Saved Views' link. Below the title is a 'Columns' section with a 'DEFAULT' group containing checkboxes for 'Submission No.', 'Name', 'Location', 'Submission Type', 'Subscribers', 'Status', and 'Date Created' (all checked), and a 'DATA FIELDS' group with checkboxes for 'Last Submitted', 'Projects', 'Email', 'Record(s) Issued?', and 'Has Unpaid Fees?'. An '+ Add column' button is located below the data fields. The 'Filters' section includes 'Clear all' and two filter boxes: 'DATE CREATED' and 'LAST SUBMITTED', both set to 'Any time ~ Any time'. On the right side, there are several dropdown menus: 'SUBMISSION STATUS(ES)', 'SUBMISSION TYPE(S)', 'PROJECTS', 'SUBSCRIBERS', 'STEPS WITHIN SUBMISSION', 'GUEST MODE', 'KIND', and 'ARCHIVED STATUS' (set to 'Active').

Data can also be easily exported in a CSV format to be able to distribute or import into reporting systems like Tableau, Crystal Reports, or MySQL (free).

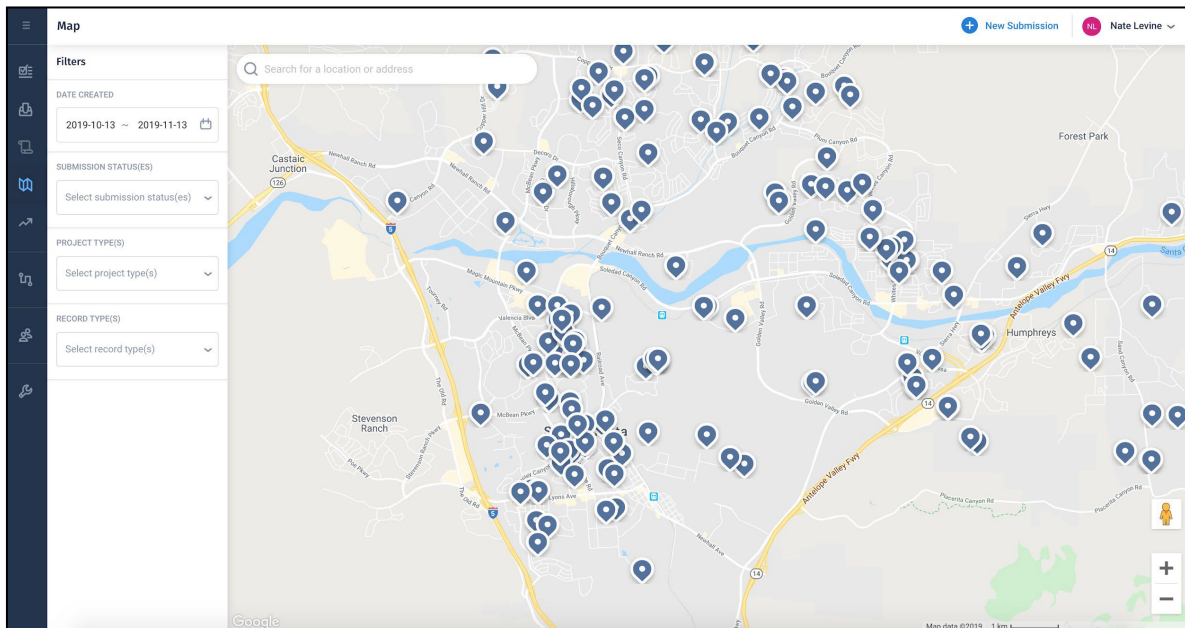
## Submission Dashboard

A Submission dashboard displays all Permit Applications that have been started and/or created by users. Submissions can be searched by applicant name, address, or project type. Submissions can also be filtered by date, project type, and status to create custom views:

SUBMISSION NO.	NAME	LOCATION	SUBMISSION TYPE	SUBSCRIBERS	STATUS	DATE CREATED
SUBMISSION-2022-166	David Marshall	240 Lowell Avenue, Old Palo Alto, Palo Alto, California 94301	Residential Building Project » (1) » ADU (Accessory Dwelling Unit)		Guide Provided	February 15, 2022
SUBMISSION-2022-165	David Marshall	240 Lowell Avenue, Old Palo Alto, Palo Alto, California 94301	Residential Building Project » (1) » ADU (Accessory Dwelling Unit)		Guide Provided	February 15, 2022
SUBMISSION-2022-164	Danielle Mandeville	500 Pasteur Drive, Palo Alto, California 94304	Residential Building Project » (1) » Garage or Carport		Submitted	February 15, 2022
SUBMISSION-2022-163	Danielle Mandeville	500 Pasteur Drive, Palo Alto, California 94304	Residential Building Project » New Custom Home		Unsubmitted	February 15, 2022
SUBMISSION-2022-162	Bryce Bullock	1144 Lily Avenue, Ponderosa Park, Sunnyvale, California 94086	Residential Building Project » (1) » ADU (Accessory Dwelling Unit)		Guide Provided	February 14, 2022
SUBMISSION-2022-160	David Marshall	450 Lowell Avenue, Old Palo Alto, Palo Alto, California 94301	Zoning & Land Use Inquiry		Guide Provided	February 14, 2022
SUBMISSION-2022-156	Matthew Shafer		Code Enforcement » Trash		Unsubmitted	February 10, 2022
SUBMISSION-2022-155	Matthew Shafer	454 Lowell Avenue, Old Palo Alto, Palo Alto, California 94301	Residential Building Project » (1) » ADU (Accessory Dwelling Unit)		Guide Provided	February 10, 2022
SUBMISSION-	Matthew Shafer	454 Lowell Avenue, Old Palo Alto, Palo Alto, California	Residential Building Project		Plan Review	February 10, 2022

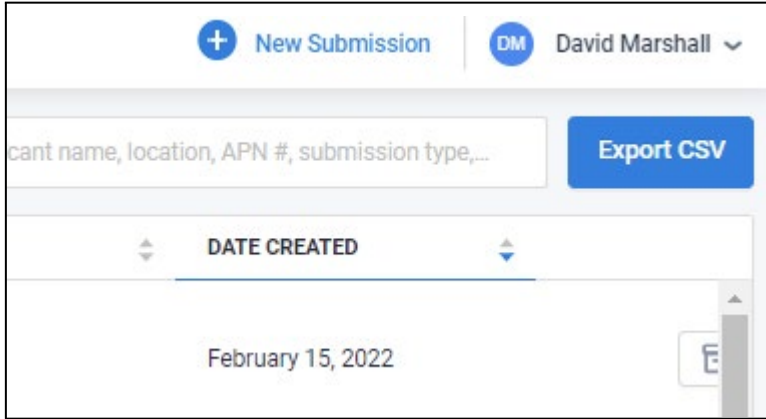
## Map View

Submissions can also be viewed on a map to identify geographic trends and patterns:



## Data Export

All Submissions and data can be exported at any time into a CSV file:



## Tracking Expiration of Permits

Camino also has a Records functionality that can track records automatically and automatically email the record owner when their permit is about to expire. This can apply to anything that has an expiration date.

Filters		Search for records by number, record type, submission type and issued on							
DATE ISSUED		STATUS	TYPE	SUBMISSION	SUBMISSION TYPE	ISSUED ON	VALID FROM	EXPIRES ON	ISSUED TO
Any time - Any time		VALID	Planning Permit	2019-71	Residential Building Project (1) + Garage or Carport	October 24, 2019	October 24, 2019	N/A	Nate Levine
RECORD STATUS	Select record status(es)	VALID	Building Permit	2019-88	Residential Building Project (1) + Garage or Carport	December 3, 2019	December 3, 2019	N/A	Nate Levine
RECORD TYPE	Select record type(s)	EXPIRED	Renewal Record	2019-97	Commercial Project	December 11, 2019	August 7, 2019	January 1, 2020	Nate Levine
DOCUMENT ISSUED	Select document issued	EXPIRED	Renewal Record	2019-99	Commercial Project	December 11, 2019	December 11, 2019	January 1, 2020	Nate Levine
		EXPIRED	Renewal Record	2019-101	Commercial Project	December 11, 2019	December 11, 2019	January 1, 2020	Nate Levine
		VALID	Renewal Record	2019-103	Commercial Project	December 11, 2019	December 11, 2019	February 17, 2021	Nate Levine

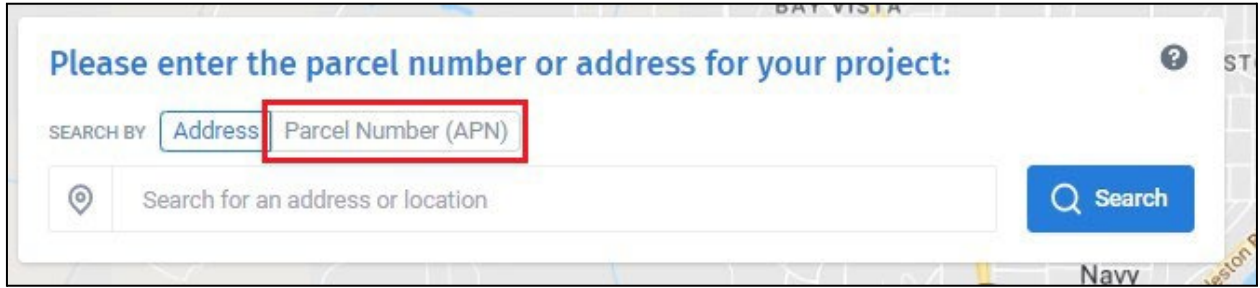
## Linking Digital Documents or Photos

Camino allows for Digital Photos or Documents to be loaded at any time. Attachments can be applied to any record type. Camino does not have any limit to the amount of data you have stored in Camino's application.

## ESRI Integration

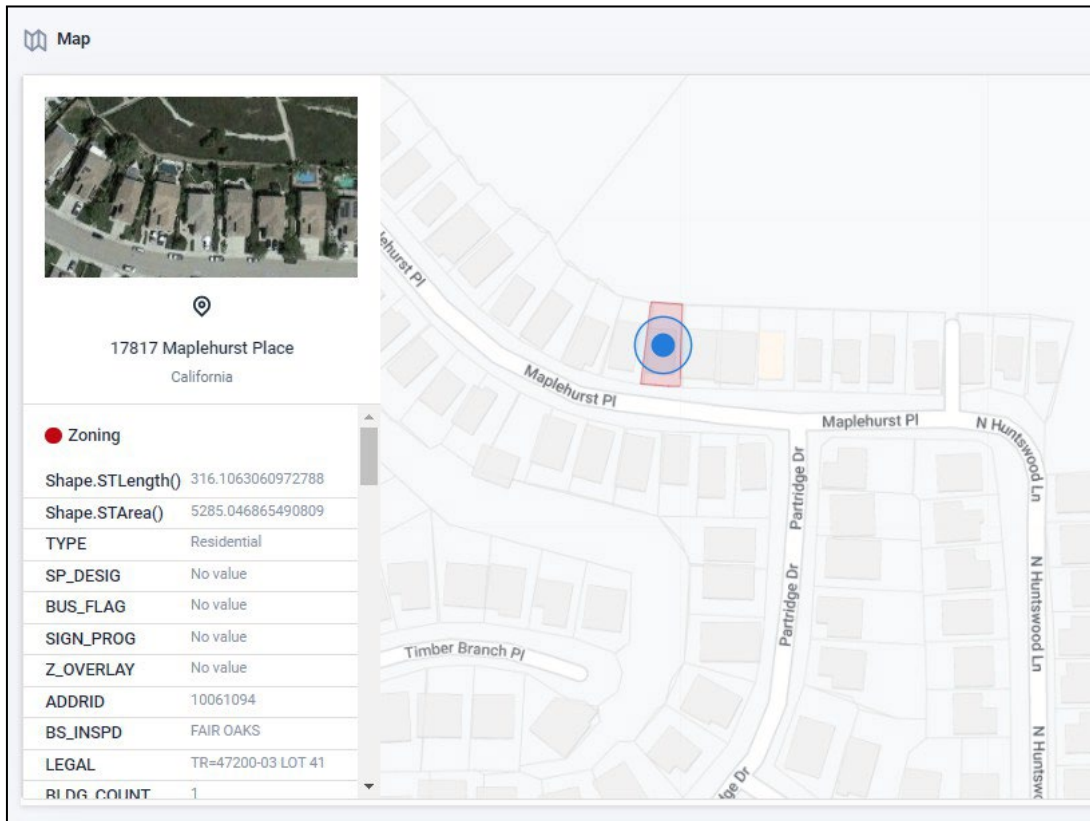
Camino can integrate with the county's GIS to assist in customizing each Guide with the zoning restrictions of the property. Camino may create additional steps in the applicant's Guide if they're in a flood zone or historical zone compared to the individual who is doing the same work but is not in this type of area.

Camino can also bring in the GIS information of parcel data for the county and allow the applicant to identify their project by its parcel number.



Camino will also include an active map within the system that can share a view of all the work in the system and allow the county to be able to filter the information down to the information that is important to them.

On the backend of the system, Camino will also include a map of the locations of all the applications as well as the GIS information at the site for each permit.



Camino stores the historical GIS record when the GIS parcel data has been changed. Users will be able to see the development timeline. When the address/parcel is selected, the related GIS data is also copied onto the submission. This means that if the layer was updated, the submission would still show the parcel as it was when the submission was submitted.

## Requirements and Process for Integrating GIS Data

GIS integration is not a requirement for using the Guide. If GIS integration is desired, the only requirement is that the county is using a GIS system that has an accessible API (such as ESRI ArcGIS). Once we have identified the desired GIS layers, Camino will request the API endpoints for those layers so our engineering team can pull them into the Camino system. This process takes a matter of hours and should not require county IT support.

In the event that API endpoints cannot be made available, the county can send Camino the GIS layers in shapefile format. The process from that point is the same.

## Customer Service

The county will receive its own Account Manager and Implementation Manager at the start of the process.


Camino has built its solution from the ground up to require no coding so that it can be very easy to add or modify items in the system by non-technical people who have the correct access and are trained in the logic of Camino. Our goal at the end of the implementation is to train designated county employees to be able to maintain or update Camino themselves.

But even with the capability to easily update or change Camino yourself, Camino is always there for support if there are questions or concerns. Your Account Manager will sit down with you on a monthly basis and discuss your use of the system and the value we see you're getting from it.

## Monthly Value Report

In addition, your Account Manager will share a Monthly Value Report. This report utilizes the information generated in the Usage Statistic report and looks to convert the information into usable time-saved and money-saved information to demonstrate the returns Camino is bringing the county.

Below is an example report from an actual customer:



## Camino Monthly Report

January 2022 - Santa Clarita, CA

### How has your community been using your Camino platform

- You had **350 Visitors** to your Camino platform last month
- You reached **251 New Applicants**, providing them with clear and immediate service
- Across visitors, new applicants, and existing applicants, **265 Submissions** were created

### Trending Project Types

The following Project Types had the most submissions last month:

1. 20 submissions: Residential > Addition to a Structure > Adding Living Space to a Home
2. 11 submissions: Residential > Interior Alterations > Remodeling a Kitchen or Bathroom (Non-Structural)
3. 10 submissions: Residential > New Accessory Structure (Detached) > Tool and/or Storage Shed

### 24/7 Support


Of your **265 submissions** last month, **87 submissions (33%)** were created **outside of working hours** (8:00 am to 5:00 pm). This is an important indicator of when your residents and applicants are making time to get started on their projects.

### Time Well Spent

To try and help capture our value, we looked at the number of surveys completed, Guides delivered, and comments exchanged. We estimate the time savings could be close to **132 hours**, or about **4 weeks** of work.

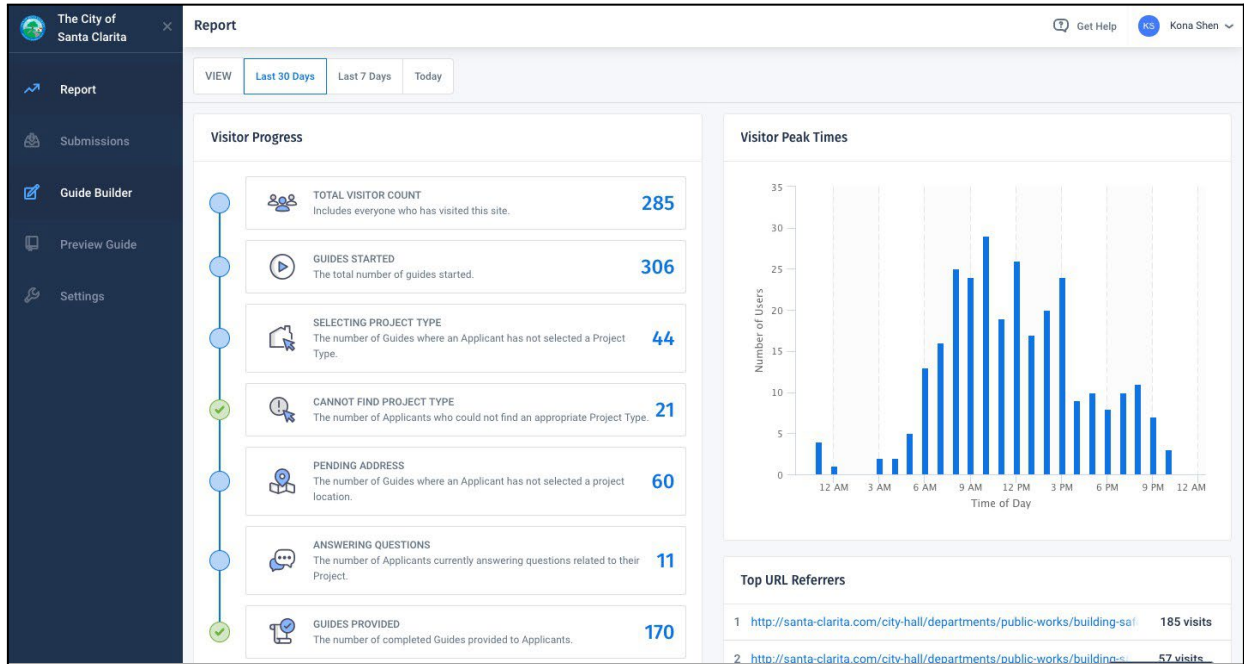
Taking that a step further, we took an estimated rate of \$50.00 per hour for a fully burdened full-time employee and think Camino may have helped save about **\$6,600.00** of staff time.

*As always, please continue to share your questions or feedback.  
Thank you!*



## Usage Statistics and Reporting

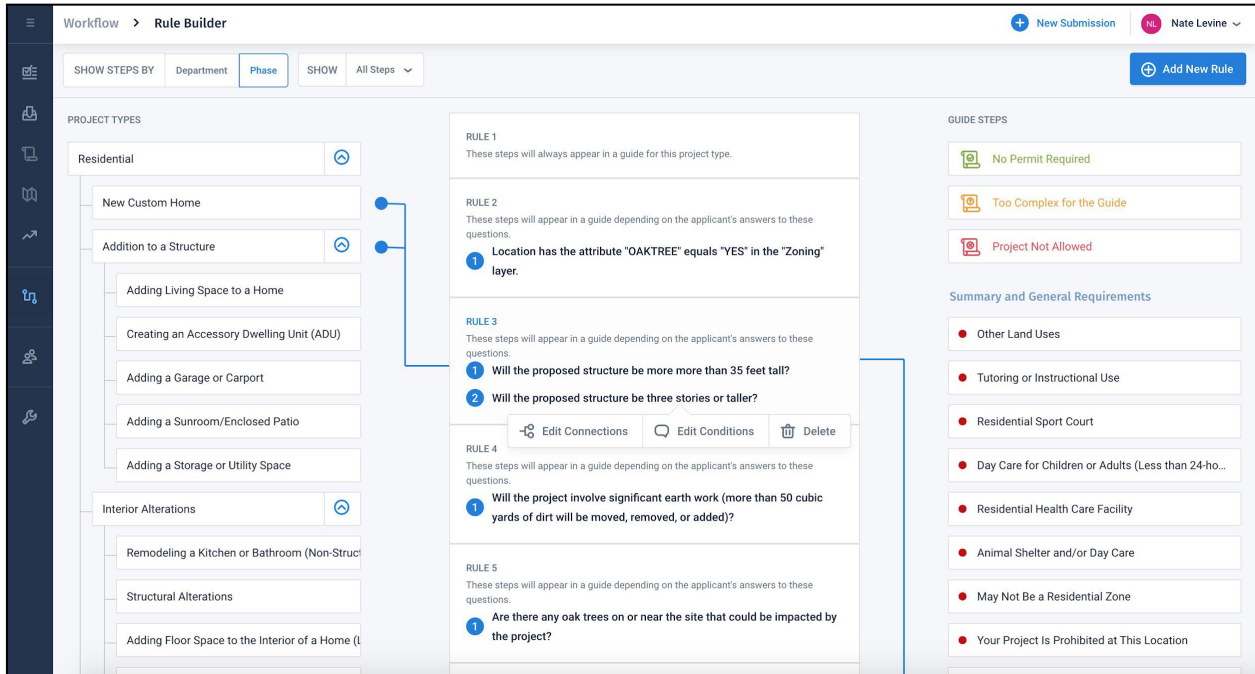
Camino includes a reporting dashboard showing usage over time and usage by location. The dashboard will also show how users are progressing through the Guide and Application and identify any spots where applicants are getting stuck in the process. It will also show the most common types of projects in the county and when the users are accessing Camino. Your Account Manager will sit down with this report monthly to review ways to improve your system.



## Camino's Ease of Use

A short video that describes this functionality can be found here: [https://youtu.be/QI0tnGSF\\_SU](https://youtu.be/QI0tnGSF_SU)

Camino was built from the ground up to not require any coding and to be very easy to use. This is a piece of functionality that we believe is very important for municipalities because it allows non-technical people (with the correct access) to be able to add or modify their existing processes, and workflows, and guide steps once an individual understands the basic logic of Camino.



Example of Rule Builder engine

## Technical Overview

### Hosted Services and Components

Camino Permit System runs as a hosted solution with no limits in data storage limit

Camino services run using a general cloud-based architecture that primarily utilizes Microsoft Azure with limited use of Amazon Web Services.

- All Data is stored in Azure Databases and Amazon S3.
- Most content is served from our compute cluster in Azure Kubernetes Service, with some cases of website structure, css, and javascript served through CloudFlare, our edge-level caching proxy, and DNS.

### Supported Browsers and Devices

All Major desktop browsers are supported up to the last two versions for each. This includes Firefox, Safari, Chrome, Opera, Microsoft Edge, and IE11+, as well as Chromium-based browsers. Mobile browsers are generally supported as well.

Camino can be accessed from Desktop computers, laptop computers, tablets, and mobile devices.

## Available Data and Data Structure

Available data to end-user and structure by which data is stored:

- Customers can access virtually all of their data through our Web Interface.
- Customers can access and export most UGC (User Generated Content) and form data through PDF exports exposed to both Customer and Customer's Customer.
- Customers can access and export Submission data to CSV without Company intervention.
- Customers can request, at any time, a full export of their data in SQL format.

Camino stores all structured data in SQL using normalized formats in a PostgreSQL database hosted on Azure databases. All data in the database is encrypted at rest and encrypted during transit.

## Disaster Recovery Strategy

Camino invests heavily in its infrastructure to keep systems running with maximum uptime, and we publicly share all incidents affecting downtime at <http://status.oncamino.com/>.

Critically, there are two systems that house user-generated data within our cloud-based architecture, with each system prepared for disaster recovery:

1. Our databases are hosted with Azure, where we keep three live running instances, one master, one hot failover, and a replica with the ability to quickly promote either to master should there be a need. We additionally maintain a daily snapshot of our master database going back to 35 days. Should a failover be necessary from both the master and replica database instances, we are prepared to restore a snapshot and get it running in 15 minutes.
2. File uploads, documents, and images are stored in Amazon's S3 service. All data uploaded to S3 is stored across at least three different devices, ensuring a high level of reliability.

Our application is run utilizing Azure Kubernetes Service We have *at least* 3 separate servers running behind a load-balancer. At the touch of a button, we are prepared to bring up additional instances and rotate out those with issues should any arise.

## List of Outages

We have had no major outage in the last 24 months that has lasted longer than one hour. Any outages can be monitored in real-time at: <http://status.oncamino.com/>.

## Service Level Agreement

You can review our publicly shared SLA at <https://www.camino.ai/service-level-agreement/>.

Camino guarantees 24/7 access with 99.9% uptime. Camino will occasionally bring the service down for scheduled maintenance and updates, but never during the hours of 8 am-6 pm PST, Monday–Friday.

Camino uses the following incident response levels:

- Level 1: Mission-critical error that prevents users from accessing or using the system.
- Level 2: A critical feature is broken.
- Level 3: All other bugs or errors.

When an issue is reported, Camino will respond within 4 hours during the hours of 8 am-9 pm PST, Monday-Friday. The response will include a support ticket and an estimated time to fix. Camino targets the following fix times:

- Level 1 incident: 4-6 hours.
- Level 2 incident: 12-24 hours.
- Level 3 incident: Subject to assessment on the severity, the scope of the issue, who is affected, and how many customers are affected. A general target is 5 days.

Issues and support requests **must be reported to support@camino.ai** or reported through the Camino platform. Requests made through other channels are not subject to this SLA.

## Tab 2 - Cost

Item	Includes	Cost
Annual Subscription for a hosted permit system	<ul style="list-style-type: none"> <li>• Unlimited external users</li> <li>• Includes unlimited submission types</li> <li>• Features outlined in RFP</li> <li>• Integration with Azure AD for Single-Sign-on capabilities</li> </ul>	\$75,000/year
One-Time Set Up and Implementation	<ul style="list-style-type: none"> <li>• Camino-led implementation of the system listed above</li> </ul>	\$12,000
<b>First Year Total</b>		<b>\$87,000</b>
<b>Annual Subscription years 2-5</b>		<b>\$75,000</b>
<b>Annual Subscription years 6&amp;7 (if renewed)</b>		<b>\$75,000</b>

## Tab 3 - Firm's Experience

**Colchester County, NS** - Complete Permit, License, and Code Enforcement System - Just went live

Gordan Campbell, Supervisor of GIS and Property Information

(902) 897-3178 - [gcampbell@colchester.ca](mailto:gcampbell@colchester.ca)

**Kitsap County, WA** - Permit Guide and Application Portal - Live 5 years

Veronica Bassen, Permit Center Supervisor

(306) 337-7181 - [vbassen@kitsap.gov](mailto:vbassen@kitsap.gov)

**DeKalb County, GA** - Permit Guide - Live 2 years

Gary Rhymer - Planning IT Supervisor

(404) 371-2352 - [garhymer@dekalbcountyga.gov](mailto:garhymer@dekalbcountyga.gov)

**Sacramento County, CA** - Permit Guide and Application Portal - Live 2 years

Bob Ivie - Assistant Building Official

(916) 876-6013 - [ivieb@saccounty.gov](mailto:ivieb@saccounty.gov)

**City of Syracuse, NY** - Permit System - Live 5 years

Case Study: [https://www.camino.ai/case\\_study/syracuse/?case\\_study\\_id=syracuse](https://www.camino.ai/case_study/syracuse/?case_study_id=syracuse)

Jake Dishaw, Director of Central Permit Office

(315) 448-8600 - [jdishaw@syrgov.net](mailto:jdishaw@syrgov.net)

## Tab 4 - Approach, Management, and Staff Experience

### Implementation Plan

A complete permit system for a county the size of Fort Bend will take between 8 to 12 months based on the level of complexity and the participation of the county employees.

As a completely configured system, the count will be more satisfied with the final product compared to a system that comes pre-built with the vendor's processes and specifications.

### Project Approach

Camino does not use third-party vendors. We use Camino employees with experience in implementing systems like yours. Our system is built from the ground up with no coding involved so it is easy to implement and configure to your needs. At the end of the implementation, we will also train county staff so they can maintain the system and make small changes when building codes or fee schedules change.

We propose to provide the county with a permitting system that can achieve the following business outcomes:

- Reduce incoming calls and walk-ins by 30%, allowing administrative staff to process applications faster
- Reduce the average length of an in-person permit counter visit by 70%
- Increase the percentage of applications completed correctly the first time
- Increase overall customer satisfaction with the county government

### Philosophy

At Camino, we bring forward-thinking principles into our work of implementing permit systems for local governments:

- **Feedback.** Customer feedback drives Camino's product roadmap decisions. Camino actively reaches out to its customers on a regular basis, actively soliciting and recording feedback about product improvements.
- **Speed.** Many cities move building permit applications through a concurrent review process to expedite approvals. For example, fire inspections and engineering inspections can often happen at the same time since two different people are involved. Camino believes in the same ideal during complex software implementations: two different groups can work on their tasks at the same time and launch in less time.
- **Personalized attention.** Camino will work to deeply understand the county's needs and aspirations and use that information to tailor a project plan accordingly. Camino will also provide a higher level of customer service for each person by offering training sessions for the smallest possible groups and a single project manager throughout the entire process.

- **Delight.** Other companies build features that feel like yet another thing to manage. Camino builds features that make your day easier. We will not stop at incorporating the core features that you are looking to replace, but also ensure you are maximizing the features we built to make your day delightful – message templates, auto-transitions, easy scheduling, and more.

## Phased Implementation Schedule

### Phase 1: Initiation

Danielle Mandeville – Customer Care Specialist

Matt Koehler – Implementation Manager

A phased implementation begins with Initiation, with a clear project scope, project champions, a detailed SoW, and a project plan (this will include tasks, timeline, responsibilities, owners, and dependencies). This process will set the customer up for success during the implementation.

At this point, project meetings with the customer are scheduled and will occur weekly. Meeting agendas will be provided, and meeting minutes will be sent out within 24 hours of the meeting. Meeting minutes will include a section for follow-up tasks and takeaways for both the customer as well as Camino. When there are weeks with vacations, holidays, or no agenda or update items, the meeting can be rescheduled or canceled. During these meetings, the plan and progress against the plan will be reviewed. If necessary, timelines can be modified and documented in minutes.

### Phase 2: Conversions and integrations

Matt Koehler – Implementation Manager

Tom Alexander - GIS Engineer

Joel Lanciaux - Integration Engineer

Camino's team will work closely with the county's team to map out a detailed approach to data conversion, web integration services, and integrating GIS data. Because Camino offers a cloud-based solution, no software installation or onsite setup is needed.

Requirements and Process for Integrating GIS Data: Camino offers integration with your ESRI GIS environment. Once we have identified the desired GIS layers, Camino will request the API endpoints for those layers so our engineering team can pull them into the Camino system. This process takes a matter of hours and should not require county IT support. In the event that API endpoints cannot be made available, the county can send Camino the GIS layers in shapefile format. The process from that point is the same.

### Phase 3: Requirements

Danielle Mandeville – Customer Success Manager

Matt Koehler – Implementation Manager

The Requirements phase occurs next. During this stage, the customer provides their requirements for all record types as it relates to the implementation plan. This can include forms, project types, rules, departments, record types, GIS layers, etc. These requirements should mirror what was developed and agreed upon within the detailed SoW. Standard requirements gathering documentation will be provided by Customer Success to assist customers in collecting the necessary information. Once completed, the requirements are reviewed together for completion to make sure that everything is understood on both the customer side as well as the Customer Success side. Next, the timeline is updated to incorporate all of the findings and requirements gathered. The order of operations is also determined to level set expectations on both sides of the project. If there will be any systems integrations or data conversion involved in the scope of the implementation, these will need to be properly documented and all requirements gathered.

One of Camino's strengths is its configurability. This applies to our workflow engine as well as the system itself. Camino's Implementation Manager who is assigned to the county has worked through many different workflows and processes and will share examples of other successful implementations that they have been a part of. They can offer up suggestions to improve what you have and you can decide whether to utilize them or not.

Camino's unique Guide functionality, workflow tool, and rules engine give the county an ideal way to easily lay out your processes and refine them so they work well for you. This functionality also ensures that the county will have a "single source of the truth" for your processes moving forward and the ability to easily change them yourself if building codes change.

#### **Phase 4: Training and Design-Build**

Matt Koehler – Implementation Manager

The next phase, Configuration, starts once system configuration and setup are initiated. During this phase, the Team (composed of both Customer Success and Customer) will build out each of the requirements agreed upon in the previous phase. This includes all template and application form development. Weekly implementation meetings (if not more frequently during this phase, dependent upon the complexity of the implementation) will continue. During the meetings, the Team will review what has been configured versus the agreed-upon requirements. The expectation of a standard, routine cadence of meetings during the Design phase, helps to limit the opportunity for errors in build and redesign/rework. Also occurring in this phase is Camino testing. Once configurations are complete, Camino will perform unit testing on the solution.

#### **Phase 5: Testing**

Matt Koehler – Implementation Manager

The testing phase occurs next and can even happen in conjunction with the Design phase. The Customer, with guidance from Camino, will perform their own unit testing on each portion of the solution as it is built out per the agreed-upon timeline. The standard meetings continue during this phase and will help to facilitate as well as provide the opportunity for review of issues/concerns and success for all Team members. The goal of this phase is to ensure the solution is working as designed and no outstanding

issues exist.

## **Phase 6: Production Review**

Matt Koehler – Implementation Manager

Production Review sets county staff up for a broader launch to the general public and the full internal user group. A Production Review meeting crystallizes the next steps for a broader launch. Camino finalizes a training plan alongside the Customer and tests the public-facing submission types to ensure all desired items are visible and ready to display to the public.

## **Phase 7: Staff Training**

Danielle Mandeville – Customer Success Manager

Matt Koehler – Implementation Manager

Staff Training Plan and Customer Tutorials: Camino will facilitate two groups of training sessions during the implementation process: once at the beginning to train staff who will be involved in the implementation, and a second at the end to train staff who will use the Guide in the permit center. The first training will focus on a deep overview of how the system is configured, edited, and managed. The second training will focus on how to incorporate the Guide into daily permit processes. Both trainings will be run via webinar by the Camino Project Manager.

Following implementation, Camino will run a monthly two-hour training webinar that all customers are able to join free of charge. All county staff will receive an email invitation to these webinars. Additional dedicated training sessions can be purchased at any time.

During this phase, Camino will provide detailed software documentation for support staff, users, and administrators who will use or interact with Camino's platform. In addition, Camino maintains an online knowledge base with extensive tutorials and training content that staff will have access to at any time.

## **Phase 8: Go-Live**

Matt Koehler – Implementation Manager

Cutover to go-live is the final phase of implementation before moving into support. During this phase, Camino will work to import the final cutover of converted data. The customer will then provide sign-off in agreement with what has been built/configured/converted in the Camino solution. It's important to note that individual module/process sign-off will also occur after each milestone within the timeline has been completed. Once the cutover is complete, end-user training will occur. As outlined in the training section, it will span multiple days, with multiple classes geared towards a specific user type for the customer. Final project sign-off happens at the very end of the project once all training has occurred. Details about software maintenance and warranty services, including periodic updates, are included in our SLA.

## Education and training

- Camino training and ongoing support is included in the annual subscription at no additional cost.
- Staff Training Plan and Customer Tutorials: Camino will facilitate two groups of training sessions during the implementation process: once at the beginning to train staff who will be involved in the implementation, and a second at the end to train staff who will use the Guide in the permit center. The first training will focus on a deep overview of how the system is configured, edited, and managed. The second training will focus on how to incorporate the Guide into daily permit processes. Both trainings will be run via webinar by the Camino Project Manager.
- Following implementation, Camino will run a monthly two-hour training webinar that all customers are able to join free of charge. All county staff will receive an email invitation to these webinars. Additional dedicated training sessions can be purchased at any time.
- During this phase, Camino will provide detailed software documentation for support staff, users, and administrators who will use or interact with Camino's platform. In addition, Camino maintains an online knowledge base with extensive tutorials and training content that staff will have access to at any time.

## Project Personnel Statement of Applicant's Qualifications & Relevant Experience

**Matt Koehler:** Matt will be managing the rollout of Camino's Permit system to the county departments that require it. Matt has a deep background in software support and has successfully implemented software solutions for hundreds of government entities and corporate employers.

### Matt Koehler Resume - (Implementation Manager)

- Camino Technologies, Implementation Manager, Present
- NEOGOV, Integrations Implementation Team Supervisor, 2018 - 2021
- NEOGOV, Implementation Consultant, 2014 - 2018
- iCIMS, Project Specialist, 2011 - 2014
- iCIMS, Customer Technical Support, 2008 - 2011
- Pacific University, MBA 2021
- Rutgers University, Political Science and Planning 2008

**Danielle Mandeville:** Danielle will be managing the rollout of Camino's permit system to the county departments that require it. Danielle has successfully managed relationships with clients ranging from government entities to corporate employers.

### Danielle Mandeville Resume - (Account Manager)

- Camino Technologies, Customer Success Manager, Present
- Chariot Transit, A Ford Motor Company, Senior Enterprise Account Manager, 2017 - 2020

- Oasis Collections, Destination Director, 2016-2017
- Handy, An ANGI Homeservices Company, Regional Operations Manager, 2014-2016
- The University of Washington, Bachelor of Science 2012

**David Marshall:** David will be assisting in the rollout of Camino's Permit System to the county departments that require it. David is an experienced support and sales leader with two decades of experience spanning multiple industries.

**David Marshall Resume** - (Sales Executive, support implementation process)

- Camino Technologies, Senior Sales Executive, August 2019 - Present
- Touchplan, Sales Director, Feb 2018 - August 2019
- e-Builder, Enterprise Sales Executive, Sept 2016 - Jan 2018
- Accela, Business Development Executive, Dec 2007 - Sept 2016
- The University of New Hampshire, College of Engineering and Physical Sciences, B.S. Civil Engineering, Dec 1986


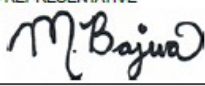
**Joel Lanciaux:** Joel will be the technical point of contact who will also be responsible for supporting the Permit System and responding to questions about performance. Joel will coordinate the response to any support issues that arise.

**Joel Lanciaux Resume** - (Engineering Manager)

- Camino Technologies, Engineering Manager, Feb 2018 - Present
- Amber Engine, Full Stack Developer, Mar 2017 - Feb 2018
- Persista, Software Engineer, Jan 2016 - Dec 2016
- Hanson Inc., Senior Software Engineer, Jul 2011 - Jan 2016
- Bowling Green State University, B.S. Computer Science 2010

# Tab 5 - Overall Completeness of Proposal

## Required Proof of Insurance

CERTIFICATE OF LIABILITY INSURANCE					ISSUE DATE YYYY/MM/DD 2024/10/30						
<b>BROKER</b>   <b>PROLINK Insurance Inc.</b> 2401-150 King Street, West Toronto, ON M5H 1J9 Canada PHONE: 416-595-7484 FAX: 416-595-1649			This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.								
<b>INSURED'S FULL NAME AND MAILING ADDRESS</b> Camino Technologies, Inc. 107-422 Richards Street Vancouver, BC V8B 2Z4 Canada			Company A	Chubb Insurance Co. of Canada							
			Company B								
			Company C								
			Company D								
			Company E								
COVERAGES											
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.											
					LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
TYPE OF INSURANCE	CO LTR	POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)						
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE <input checked="" type="checkbox"/> HIRED AUTOMOBILE	A	36085681	2024/10/15	2025/10/15	EACH OCCURRENCE	\$ 2,000,000					
					GENERAL AGGREGATE	\$ 10,000,000					
					PRODUCTS - COMPI/OP AGGREGATE	\$ 2,000,000					
					PERSONAL INJURY	\$ 2,000,000					
					EMPLOYER'S LIABILITY	\$ 1,000,000					
					TENANT'S LEGAL LIABILITY	\$ 250,000					
					NON-OWNED AUTOMOBILE	\$ 2,000,000					
					HIRED AUTOMOBILE	\$ 75,000					
										BODILY INJURY	\$
										PROPERTY DAMAGE COMBINED	\$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <input type="checkbox"/> GARAGE LIABILITY <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>					BODILY INJURY (Per person)	\$					
					BODILY INJURY (Per accident)	\$					
					PROPERTY DAMAGE	\$					
										EACH OCCURRENCE	\$ 3,000,000
<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	A	56718176	2024/10/15	2025/10/15	AGGREGATE	\$ 3,000,000					
										Per Claim Limit	\$ 5,000,000
<b>OTHER (SPECIFY)</b> Professional Liability (Errors & Omissions) and Cyber Insurance for Information Technology - Claims Made	A	82639753	2024/10/15	2025/10/15	Annual Aggregate	\$ 5,000,000					
					Remediation & Notification	\$ 1,000,000					
					Data Asset Loss	\$ 1,000,000					
					Network Business Interruption	\$ 1,000,000					
										Per Claim Limit	\$ 5,000,000
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES</b> (but only with respect to the operations of the Named Insured) Fort Bend County, TX is added as Additional Insured with respect to the Commercial General Liability, but only with respect to the Operations of Camino Technologies, Inc. Evidence of Insurance Only											
CERTIFICATE HOLDER			CANCELLATION								
Fort Bend County, TX Brooke Lindemann, Senior Buyer 301 Jackson Suite 201 Richmond, TX 77469			Should any of the above described policies be cancelled before the expiration date thereof, the Issuing company will endeavor to mail 0 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.								
			AUTHORIZED REPRESENTATIVE  Per: _____ Page 1 of 1								

PL779JMR

# Completed Vendor Form



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

## Vendor Information

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Camino Technologies, Inc.												
Business Name (if different from legal name)	same												
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business?										
Federal ID # or S.S. #	47-4849159	SAM.gov Unique Entity ID #											
SAM.gov CAGE / NCAGE													
Publicly Traded Business	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes Ticker Symbol											
Remittance Address	PO Box 31001-4247												
City/State/Zip	Pasadena, CA 91110												
Physical Address	PO Box 31001-4247												
City/State/Zip	Pasadena, CA 91110												
Phone Number	617 594-8000												
E-mail	dmarshall@oncamino.com												
Contact Person	David Marshall												
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<table border="1"> <thead> <tr> <th>Cert Date</th> <th>Exp Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Cert Date	Exp Date								
Cert Date	Exp Date												
Company's gross annual receipts	<\$500,000 <input type="checkbox"/>	\$500,000-\$4,999,999 <input type="checkbox"/>											
	\$5,000,000-\$16,999,999 <input checked="" type="checkbox"/>	\$17,000,000-\$22,399,999 <input type="checkbox"/>	>\$22,400,000 <input type="checkbox"/>										
NAICs codes (Please enter all that apply)	541519, 513210												
Signature of Authorized Representative													
Printed Name													
Title													
Date													

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

# Completed W9 Form

Form <b>W-9</b> (Rev. March 2024) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin:0;">Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	Give form to the requester. Do not send to the IRS.
--	--	---

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>Camino Technologies, Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor                        <input checked="" type="checkbox"/> C corporation                        <input type="checkbox"/> S corporation                        <input type="checkbox"/> Partnership                        <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)                      Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions)                 </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the United States.)</p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>PO Box 31001-4247</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>Pasadena, CA 91110</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> </tr> </table>												
OR												
Employer identification number												
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px; text-align: center;">4</td> <td style="width:25%; border: 1px solid black; height: 20px; text-align: center;">7</td> <td style="width:25%; border: 1px solid black; height: 20px; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px; text-align: center;">4</td> </tr> <tr> <td style="width:25%; border: 1px solid black; height: 20px; text-align: center;">8</td> <td style="width:25%; border: 1px solid black; height: 20px; text-align: center;">4</td> <td style="width:25%; border: 1px solid black; height: 20px; text-align: center;">9</td> <td style="width:25%; border: 1px solid black; height: 20px; text-align: center;">1</td> </tr> <tr> <td style="width:25%; border: 1px solid black; height: 20px; text-align: center;">5</td> <td style="width:25%; border: 1px solid black; height: 20px; text-align: center;">9</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> </tr> </table>	4	7	-	4	8	4	9	1	5	9		
4	7	-	4									
8	4	9	1									
5	9											

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date <b>07/03/2024</b>
------------------	--------------------------	------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas



Jaime Kovar  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

October 15, 2024

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFP 24-077 – Enterprise Permitting Software Solution for Fort Bend County

Addendum 1:

Attached is addendum 1. Vendors are to utilize Addendum 1 document while preparing their solicitation response. Changes include revision to Section 4.1 to remove the eleven (11) paper copies requirement. The Pre-RFP conference scheduled for October 22, 2024 has been canceled.

\*\*\*\*\*

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Brooke Lindemann at [brooke.lindemann@fortbendcountytexas.gov](mailto:brooke.lindemann@fortbendcountytexas.gov)

---

Company Name

---

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Brooke Lindemann  
Senior Buyer

# EXHIBIT B

*\*AMENDED 10/15/24*

**Fort Bend County, Texas  
Request for Proposals**



**Enterprise Permitting Software Solution  
for Fort Bend County  
RFP 24-077**

**SUBMIT SEALED PROPOSALS TO:**

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

**\*\*NOTE:**

All correspondence must include the term  
“Purchasing Department” in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

Tuesday, November 5, 2024  
2:00 PM (Central)

**LABEL ENVELOPE:**

RFP 24-077  
Enterprise Permitting Software

***ALL SUBMITTALS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE PURCHASING OFFICE  
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***SUBMITTALS RECEIVED AS REQUIRED WILL THEN BE OPENED AND THE NAMES PUBLICLY READ.***

***SUBMITTALS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.***

Results will not be given by phone.  
Results will be provided to bidder in writing  
after Commissioners Court award.

Requests for information must be in  
writing and directed to:  
Brooke Lindemann  
Senior Buyer  
[Brooke.Lindemann@fortbendcountytexas.gov](mailto:Brooke.Lindemann@fortbendcountytexas.gov)

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 7/26/2024  
Issued: 10/13/2024



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)				
Business Name (if different from legal name)				
Type of Business	<input type="checkbox"/> Corporation/LLC	<input type="checkbox"/> Partnership	Age in Business?	
	<input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Tax Exempt		
Federal ID # or S.S. #		SAM.gov Unique Entity ID #		
SAM.gov CAGE / NCAGE				
Publicly Traded Business	___ No                      ___ Yes Ticker Symbol _____			
Remittance Address				
City/State/Zip				
Physical Address				
City/State/Zip				
Phone Number				
E-mail				
Contact Person				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	Cert Date	Exp Date
	SBE-Small Business Enterprise <input type="checkbox"/>		Certification # _____	_____
	HUB-Texas Historically Underutilized Business	Certification # _____	_____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	_____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____		
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____ >\$22,400,000 _____		
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

Fort Bend County RFP 24-077

## **1.0 SCOPE OF WORK:**

Fort Bend County, Texas (hereafter referred to as the “County”) seeks Sealed Proposals (“Proposals or RFP”) from qualified firms (“Respondent”) to provide a single permitting software solution that will be used by multiple Fort Bend County departments to streamline the permitting application and approval process for Fort Bend County businesses and residents. The proposed solution will allow Fort Bend County to have a central permitting (software, portal, submittal) interface to apply for and receive permits online. This will encompass a wide range of areas, including, but not limited to, residential and business development, signage, right-of-way, driveways, food establishments, septic systems, commercial pools, fire protection systems, building permits, supplemental permits, and release of power.

The software shall provide a single point of access for the permit application process and allow for online document submittals, virtual plan reviews and approvals, payments, scheduling of inspections, and downloading permits. The software shall also include built-in workflows so that applicants can track and receive updates on the status of their application, as well as have the ability to directly communicate with applicable Fort Bend County personnel. The single permitting software solution will benefit the constituents of Fort Bend County and allow for continued seamless operations, removing the need for applicants to visit multiple county departments with varying format requirements (paper, digital, USB) for their applications.

## **2.0 GUIDELINES:**

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.

Fort Bend County RFP 24-077

- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. Attempts to contact any members of the County's Commissioners' Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

### 3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

#### PROPOSAL CONTACT:

Brooke Lindemann  
Senior Buyer  
Fort Bend County Travis Annex  
301 Jackson, Suite 201  
Richmond, Texas 77469  
[Brooke.Lindemann@fortbendcountytexas.gov](mailto:Brooke.Lindemann@fortbendcountytexas.gov)  
Phone: 281.344.3929

### 4.0 SUBMISSION REQUIREMENTS:

- \*4.1 Submission requirements: one (1) original proposal, ~~eleven (11) paper copies~~, and one (1) electronic response on flash drive are required by RFP opening time of **2:00 PM on Tuesday, November 5, 2024**. Flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County  
Purchasing Department  
301 Jackson, Suite 201  
Richmond, Texas 77469

Proposal Number: R24-077  
Due Date: November 5, 2024  
Time: 2:00 PM (CST)  
For: Enterprise Permitting Software

Fort Bend County RFP 24-077

- 4.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.
- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

**5.0 INCURRED COSTS:**

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

**6.0 ACCEPTANCE:**

- 6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, 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 County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.

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6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners’ Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent’s best terms.

**7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:**

7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County’s Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County’s Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is **Tuesday, October 29, 2024 at 9:30 AM. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

**8.0 TENTATIVE SCHEDULE:**

Release of RFP:	October 13, 2024
<b>*Pre-RFP conference:</b>	<del>October 22, 2024</del>
Deadline for Questions:	October 29, 2024
Submission Due Date:	November 5, 2024
Evaluation of Submissions:	Week of November 10th
Commissioners Court Permission to Negotiate:	November 26, 2024
Negotiations:	Beginning November 27, 2024
Final Contract Approval Commissioners Court:	January 14, 2025

**\*9.0 PRE-RFP CONFERENCE:**

~~A pre-RFP conference will be conducted on Tuesday, October 22, 2024, at 9:00AM (CST). The pre-RFP conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex at 301 Jackson, Suite 201, Richmond, Texas 77469. All vendors are encouraged to attend. The pre-RFP conference scheduled for October 22, 2024 is canceled. There will be no pre-RFP conference for this project.~~

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**10.0 RETENTION OF RESPONDENT’S MATERIAL:**

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

**11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:**

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- 11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.
- 11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;
- 11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**12.0 ASSIGNMENT:**

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners’ Court.

**13.0 CONFIDENTIAL MATTERS:**

- 13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and it’s agents as confidential. The Respondent and it’s agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

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**14.0 LIMITS OF SUBCONTRACTORS:**

- 14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.
- 14.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

**15.0 JURISDICTION, VENUE, CHOICE OF LAW:**

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

**16.0 INDEPENDENT CONTRACTOR:**

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

**17.0 AMERICANS WITH DISABILITIES ACT (ADA)**

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

**18.0 DRUG-FREE WORKPLACE:**

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

**19.0 PERFORMANCE AND PAYMENT BOND:**

No performance nor payment bond is required for this project.

**20.0 POWER OF ATTORNEY:**

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

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**21.0 TEXAS ETHICS COMMISSION FORM 1295:**

21.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

21.2 On-line instructions:

21.2.1 Name of governmental entity is to read: Fort Bend County

21.2.2 Identification number use: RFP 24-077

21.2.3 Description is: Enterprise Permitting Software Solution

21.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

**22.0 INSURANCE:**

22.1 All respondents shall submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

22.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

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- 22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 22.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 22.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 22.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 22.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.
- 22.5 Builder's Risk Insurance: Contractor is required to provide proof before a Purchase Order is issued for this project and keep in full force and effect until the Transfer Date, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Contractor, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the Construction Site awaiting construction, during construction, and until the Transfer Date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Contractor, Architect, subcontractors of any tier and Owner for loss or damage occurring during the Work and shall name Contractor as the named insured and Owner as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Contractor.

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### **23.0 INDEMNIFICATION:**

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 23.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 23.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent

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and/or trade contractor providing such insurance.

**24.0 TAX EXEMPT:**

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

**25.0 BACKGROUND:**

Constituents of Fort Bend County have voiced concerns of the need for a “one-stop-shop” solution for the County’s permitting process. Currently, permit applicants visit various County departments to complete the process, and each department has different format requirements. A single permitting software solution will benefit the constituents of Fort Bend County and allow for continued seamless operations.

**26.0 SPECIFICATIONS FOR OVERALL PROCESSES:**

Over the past year, Fort Bend County Engineering, Environmental Health, Fire Marshal, Road & Bridge, and Information Technology departments have worked together to create a master workflow for all development, review, and permitting processes currently in place. The completed workflow outlines the processes for each department and links each process back to the master workflow. Below is a summary of the overall processes. Please see Exhibit A for master workflow(s).

26.1 Workflow Processes:

26.1.1 Commercial Development

- Food
- On Site Sewage Septic Facility (OSSF)
- Road & Bridge
- Drainage
- Fire Marshal Office (FMO)
- Engineering

26.1.2 Building Single Family Residential Home

- Engineering Development Permit
- Road & Bridge
- On Site Sewage Septic Facility (OSSF)

26.1.3 Lease Build Out (New & Change of Ownership)

- On Site Sewage Septic Facility (OSSF)
- Food

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- Fire Marshal Office (FMO)
- 26.1.4 Change of Ownership
- On Site Sewage Septic Facility (OSSF)
  - Food
  - Fire Marshal Office (FMO)
- 26.1.5 New Subdivisions
- Road & Bridge
  - Engineering
  - On Site Septic Sewage Facility (OSSF)
  - Drainage
- 26.2 The software solution shall acquire specific information to effectively filter and determine what is needed for the basic permitting requirements for all applicable departments as well as the associated fees. The software solution shall also notify the applicable departments based on the workflows provided. Once the department(s) and workflow(s) are established, a Portal/Interface shall be accessible by both the agency and applicant for updates on the status of the application.
- 26.3 The software solution shall allow for additional fees, permits, or other activities as they arise, including the ability to pay for those additional items.
- 26.4 Once all requirements are met, the software solution shall assign and provide a permit number. That permit number will be used across all departments for tracking of future activities of that property.
- 26.5 Workflow Processes NOT included in the scope of work:
- Re-permitting
  - Environmental Health
    - Routine Inspections
    - Food-Borne Illness Inspections
    - Temporary Event Permits and Inspections
    - Farmers Market Permits
    - Neighborhood Nuisance Abatements
    - Notices of Violation for Septic
    - Notices of Violation for Neighborhood Nuisance
    - Notices of Violation of Illegal Dumping
    - Notices of Soiled Waste
    - Red Tags
    - Food Destruction
    - Establishment Closures
    - Establishment Re-Open

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- Pool Closures
- Pool Re-Open
- Fire Marshal Office
  - Boarding Homes
  - Fireworks
  - Licensed Facilities
  - Fire Sprinkler
    - Above
    - Below
  - Fire Alarm
  - Operational Permits
  - Hazardous Material
  - Certificate of Compliance
  - Fuel Pumps
  - Fuel Piping
  - Fuel Storage Tanks (permanent/temporary)
  - Building Inspection
  - Specialized Extinguishing Systems
  - Paint Booths Salvage Yard Inspections

**27.0 TECHNICAL REQUIREMENTS:**

27.1 Application Requirements:

- 27.1.1 Provide a unified, user-friendly interface with intuitive design for both Fort Bend County departments and permit applicants to access.
- 27.1.2 Enable permit applicants to apply for various permits, upload supporting documents, review approvals, make payments, schedule inspections, and download permits through a central permitting interface.
- 27.1.3 Allow Fort Bend County departments to efficiently gather specific information from applicants to determine permitting requirements and associated fees across all applicable departments.
- 27.1.4 Facilitate the charging of additional fees for permits or activities that arise during the process, with integrated payment capabilities.
- 27.1.5 Incorporate built-in-workflow functionality to provide applicants with updates and notifications on the progress of their requests, task tracking, and direct communication with relevant Fort Bend County personnel.
- 27.1.6 Implement robust security measures to safeguard sensitive data exchanged during the online application process and prevent unauthorized access.

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- 27.1.7 Integrate seamlessly with the County's Azure Active Directory (AD) and support Multi-factor Authentication for enhanced security.
- 27.1.8 Provide storage capabilities for securely storing all documents submitted by applicants.
- 27.1.9 Assign and provide a unique permit number for tracking future activities related to the property across all departments, ensuring consistency and traceability.
- 27.2 Integration Requirements: The proposed software solution shall integrate seamlessly with the current software solutions used by various Fort Bend County departments to ensure smooth operations and data interoperability.
  - 27.2.1 The software solution shall seamlessly integrate with Bluebeam (or other equivalent software solution) to facilitate real-time collaboration among multiple County staff users for updating plans/drawings submitted by constituents.
  - 27.2.2 The software solution shall seamlessly integrate with Fort Bend County's ESRI GIS to accurately provide project location information within the system.
- 27.3 System Reliability: The software solution shall maintain a minimum system uptime of 99.999% over a consecutive period of 365 days, excluding scheduled maintenance windows.
- 27.4 Reporting: Respondent shall provide reporting capabilities as part of response.
- 27.5 Training: Respondent shall provide comprehensive training and support for Fort Bend County staff on system usage and administration. A detailed training plan is to be provided with the response.

**28.0 EVALUATION CRITERIA:**

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

- 28.1 Respondents are required to follow the outline below when preparing their proposals:

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Tab	Title Page Letter of Transmittal Table of Contents Executive Summary
1	Technical Response
2	Cost
3	Firm's Experience
4	Approach, Management and Staff Experience
5	Overall Completeness of Proposal

28.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

28.3 Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.

28.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Technical Response (weight factor = 30%)

- This section should set forth the proposed technical solution in response to this RFP. The Respondent must demonstrate to the sole satisfaction of the County that the Respondent can successfully deliver a software solution according to the scope and requirements set forth in this RFP.
- Provide approach toward meeting the goals and objectives of this RFP and address how each specific requirement of the RFP will be met by the proposed solution. Further, any desirable features of this approach should also be explained. Clarity of description of the proposed software solution is the aim and, therefore, use of product boilerplate and marketing releases throughout this section is discouraged.
- Software and Hardware Requirements – Respondent should provide detailed software and hardware requirements to implement the software. Include specifications for all hardware.
- Provide supporting documentation regarding reporting capabilities.
- Provide communication plan for ensuring a successful implementation.

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- Provide detailed training plan and approach to future maintenance and support.

Tab 2

Cost (weight factor = 20%)

- Provide detailed pricing including pricing for options. Detailed pricing to include, but not limited to, software, work plan/implementation plan, training plan (vendor must comply with the County travel policy which is attached as Exhibit B).
- Provide separate cost for hardware, Fort Bend County will determine if County will provide required hardware or Respondent.
- Include first year annual license fees, and provide pricing for years two (2), three (3), four (4), and five (5). Provide pricing for maintenance if different from annual license fees including any fee for implementing upgrades.

Tab 3

Firm's Experience (weight factor = 20%)

- Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing similar software solutions to governmental entities with emphasis on County governments. List a minimum of three (3) similar projects completed within the last five (5) years; provide the name and location of each client, contact name with phone number and email address, detailed description of project, go-live date and length of time software in use.
- Include any material (including letters of support) indicating current capabilities and performance.

Tab 4

Approach, Management and Staff Experience (weight factor = 10%)

- Provide implementation and methodology plan. Describe if implementation will be conducted in-house or using a third party vendor. If using a third party vendor, detail which implementation partner.
- Provide a profile of your project team and describe how you propose to staff the project. List the names, titles, and roles of every staff member who will participate in our project. State the amount of time in months and years the employee has worked for

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your firm. Include a brief (2-3 sentence) summary of each project member's qualifications and previous experience on similar projects. Describe who our primary point of contact will be for each step of the project.

Tab 5

Overall Completeness of Proposal (weight factor = 5%)

- Required Proof of Insurance
- Completed Vendor form
- Completed W9 form
- Completed Tax form/Debt form

**29.0 AWARD:**

Proposals will be opened on the date specified on the cover page and kept confidential until the Fort Bend County Commissioners Court awards a final negotiated contract. Only the names of the respondents will be read aloud during the opening. Proposals will be evaluated by a committee comprised of County staff. The above referenced selection criteria totals eighty-five (85) percent, which will be utilized during the initial evaluation process. The committee will develop a short list of firms of no more than three (3). These firms will be requested to submit additional information and/or may be invited for a demo/presentation with the Committee. The remaining fifteen (15) percent of the selection criteria will be based on information received during the demo/presentation process. The committee will forward their recommendations to the Fort Bend County Commissioners Court.

**30.0 TERM:**

The term of this contract is for a period of five (5) years with two (2) additional one-year renewal options under the same terms and conditions if mutually agreeable to both parties. The term of this contract will begin on the date the agreement is fully executed. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

**31.0 VENDOR STATUS:**

The awarded vendor is required to hold an active status on the SAM.gov website, if applicable, <https://sam.gov/content/home> and with the Texas Comptroller Taxable Entity website <https://mycpa.cpa.state.tx.us/coa/>.

**32.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

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32.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

32.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**33.0 HUMAN TRAFFICKING:**

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

**34.0 REQUIRED FORMS:**

All respondents submitting are required to complete the attached and return with submission:

34.1 Vendor Form

34.2 W9 Form

34.3 Tax Form/Debt/Residence Certification

34.4 Proof of Insurance, as stated in Section 22.0

**35.0 EXHIBIT:**

Exhibit A: Master Workflows(s)

Exhibit B: Fort Bend County Travel Policy



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

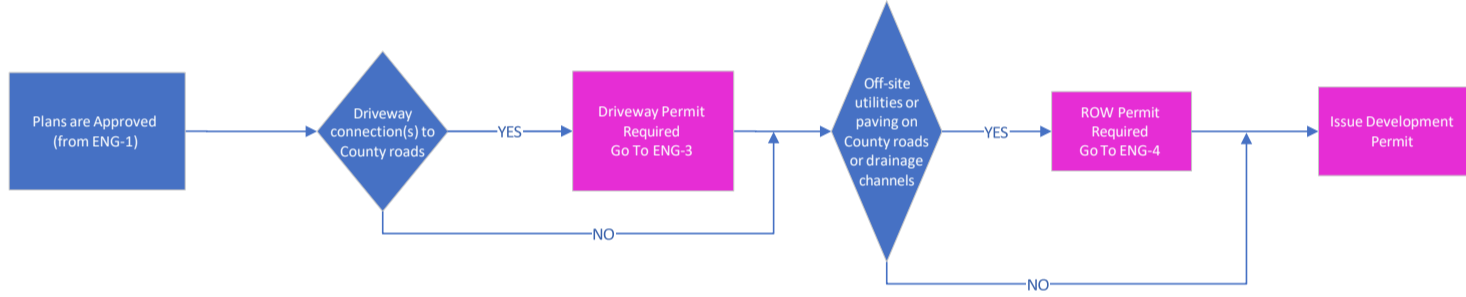
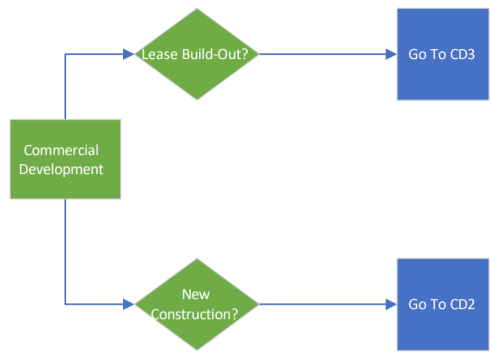
Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

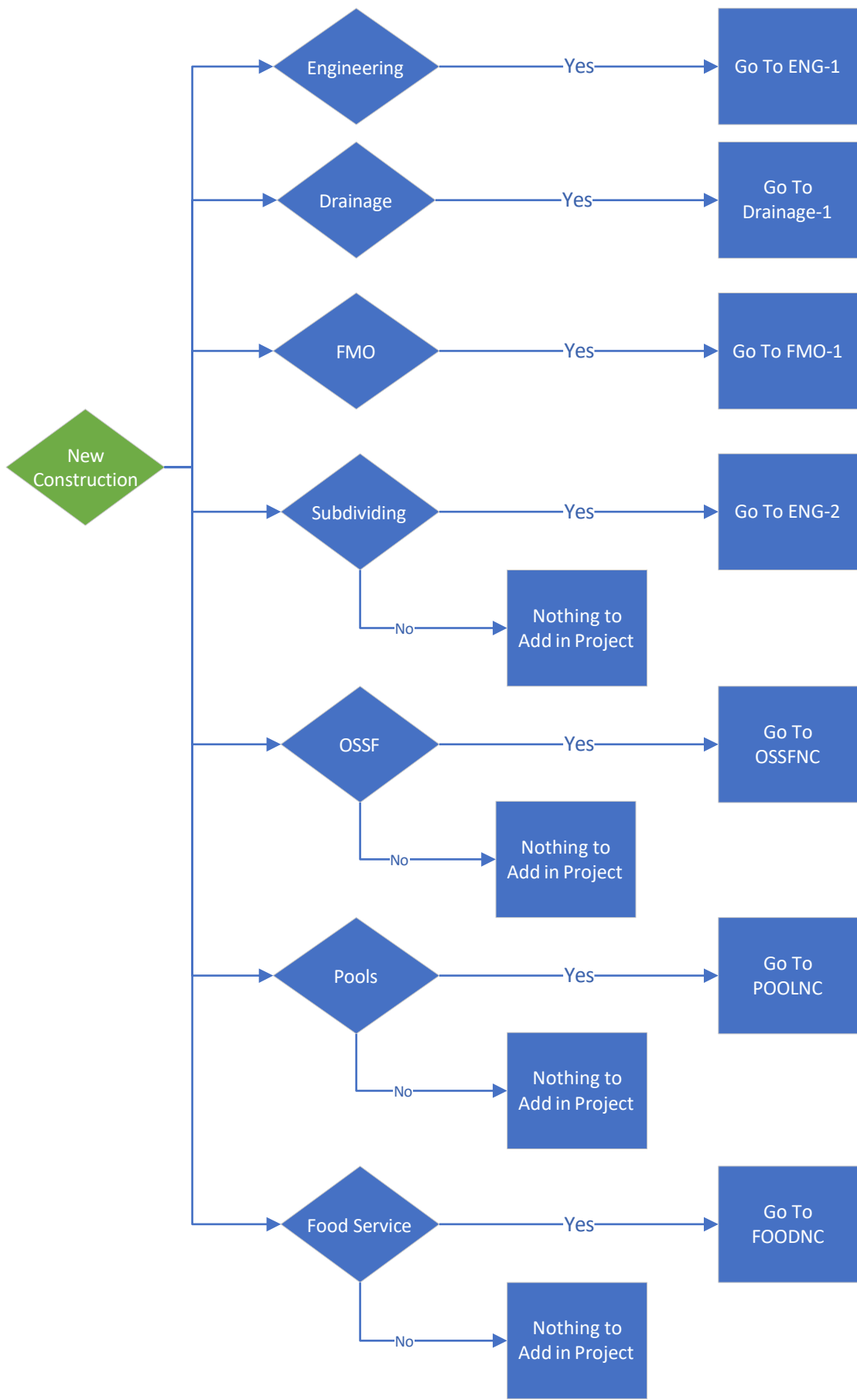
Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

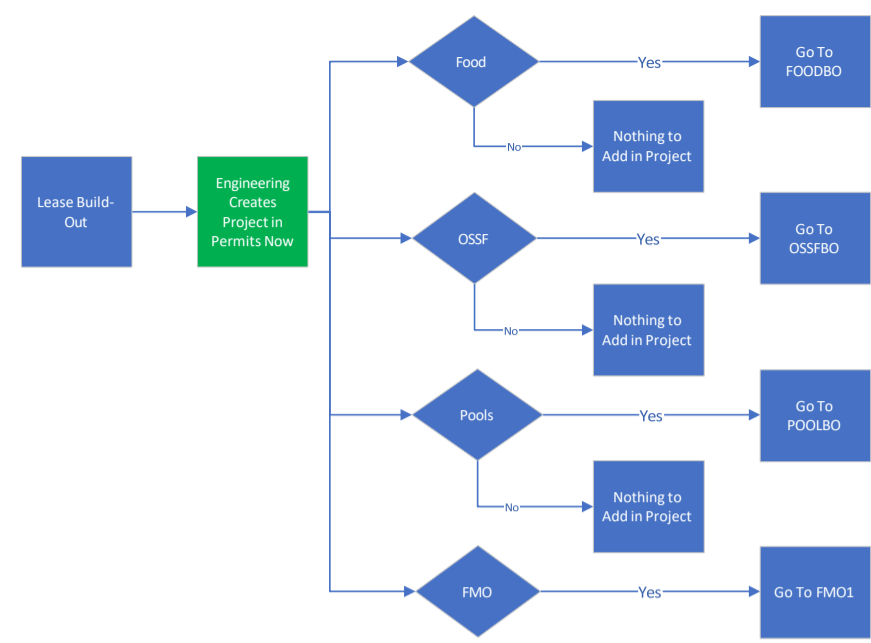


# EXHIBIT A

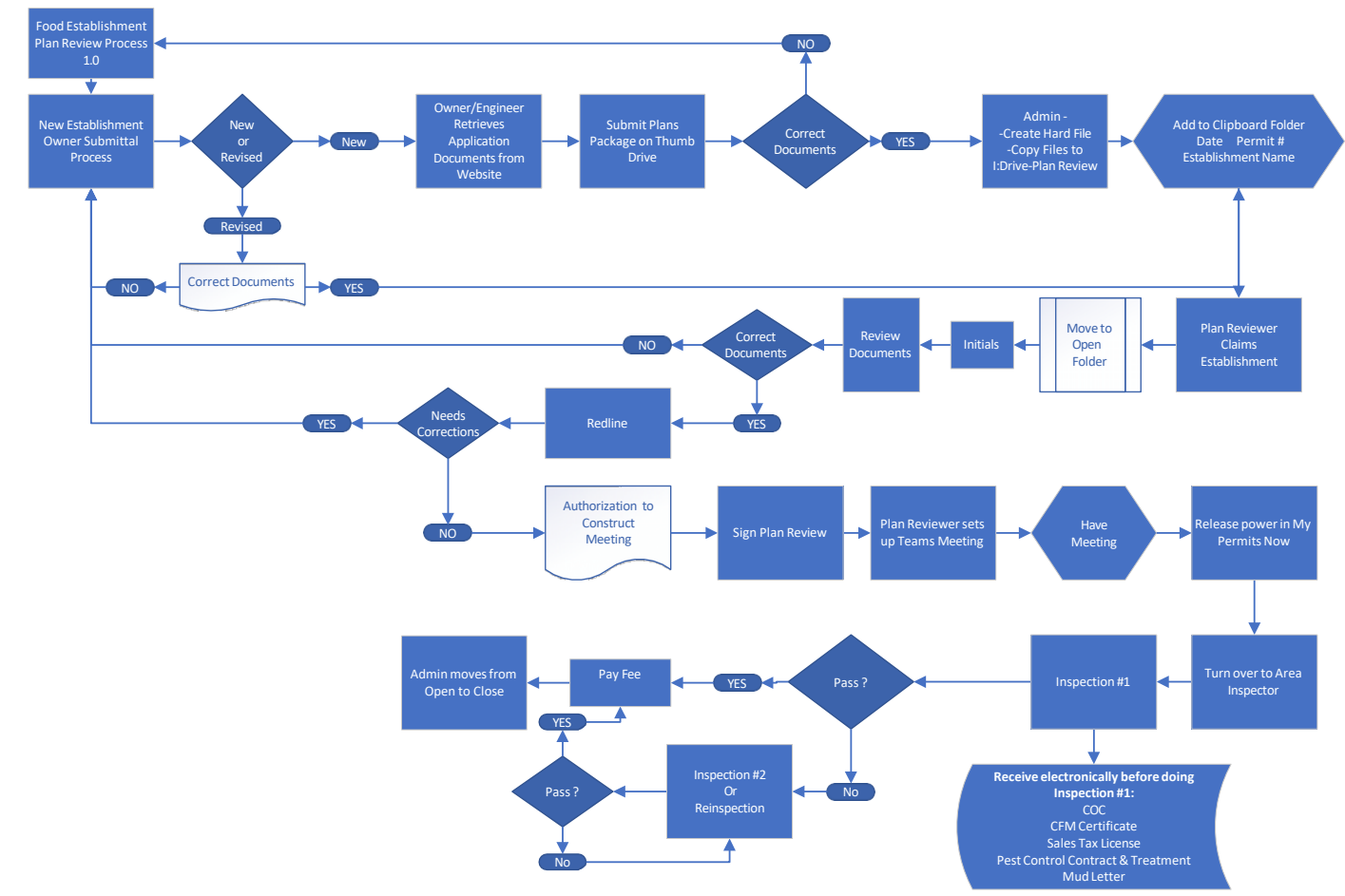


Will need to add permit for cities that don't include other departments.

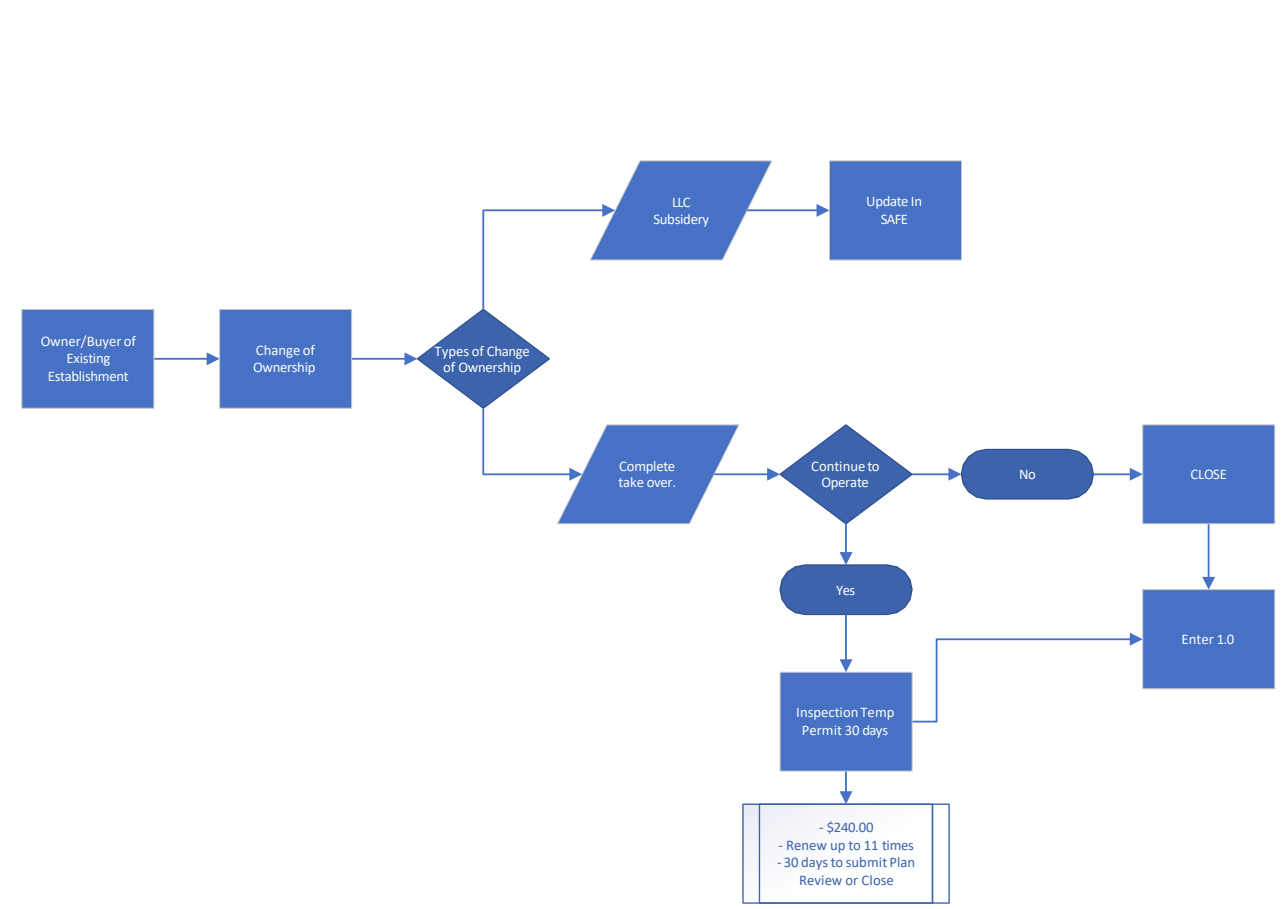




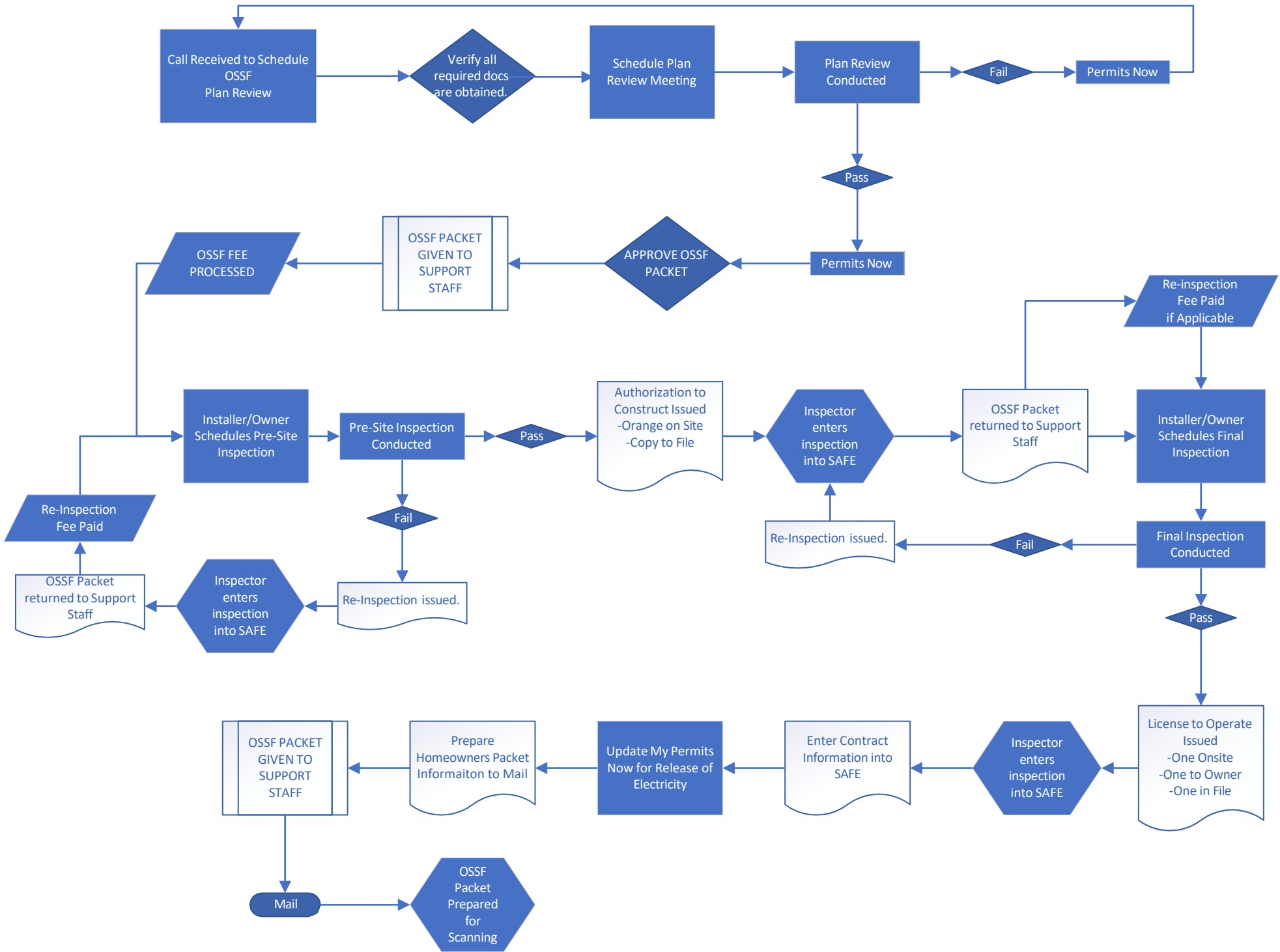
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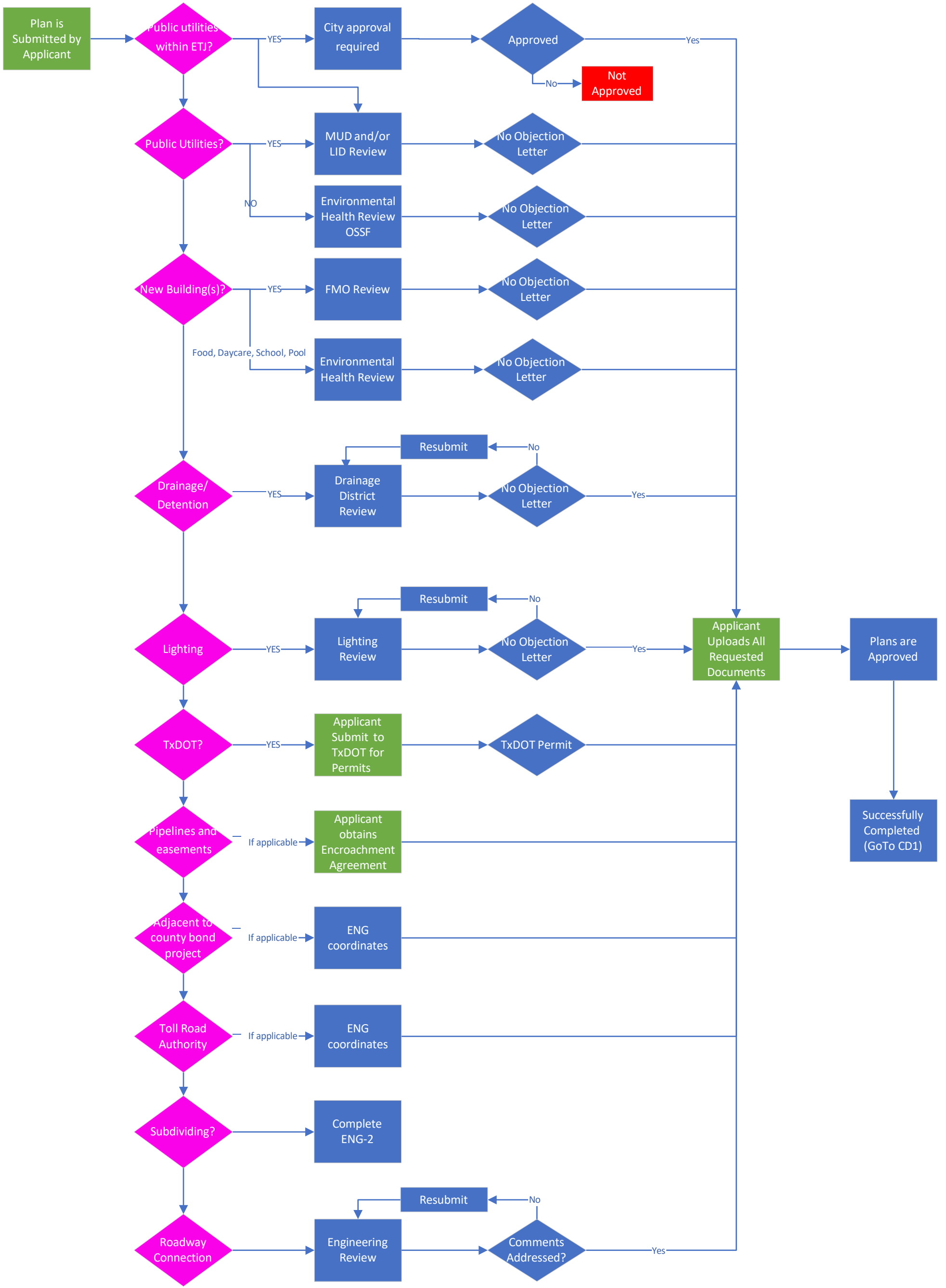


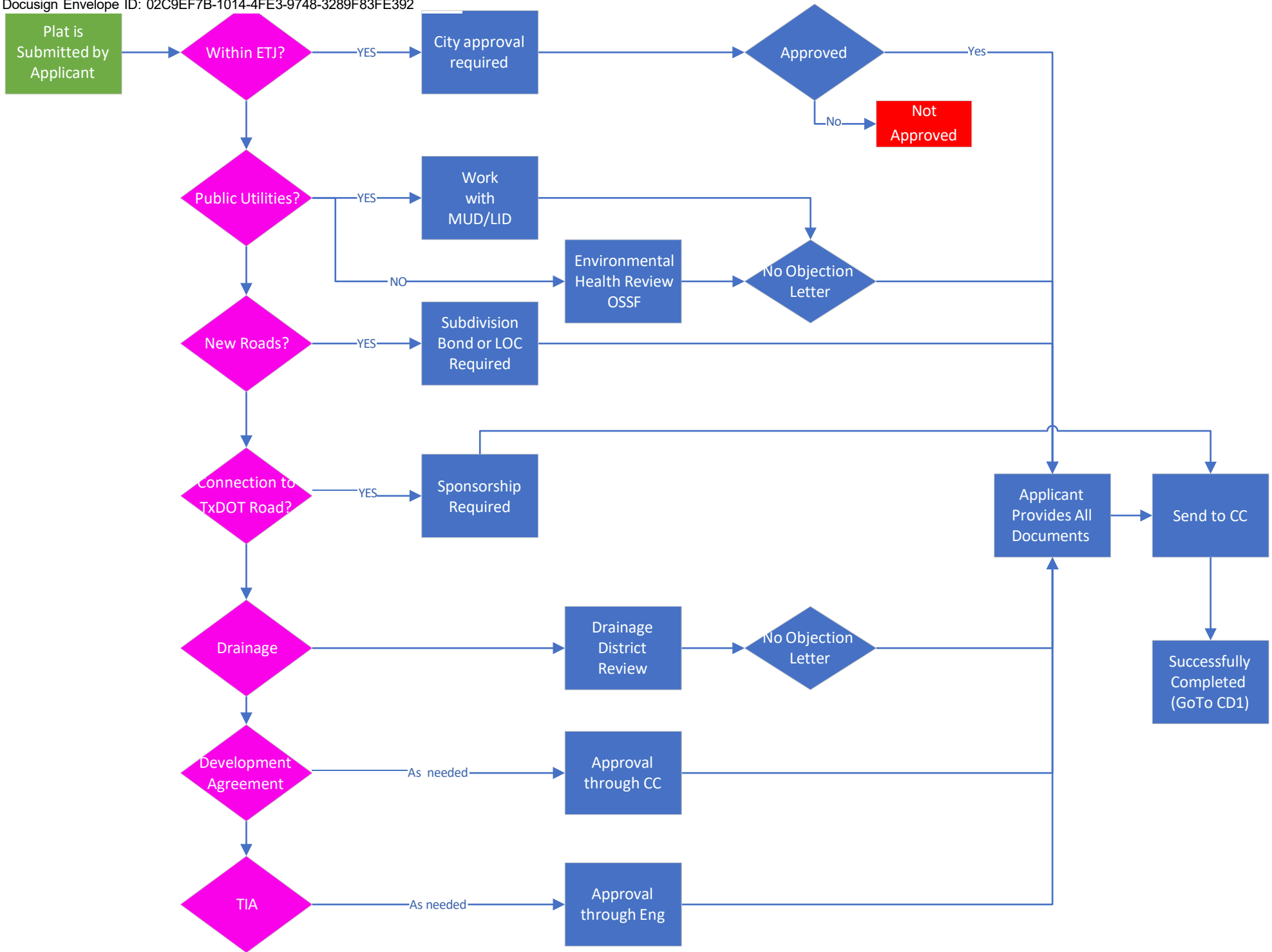
### Change of Ownership

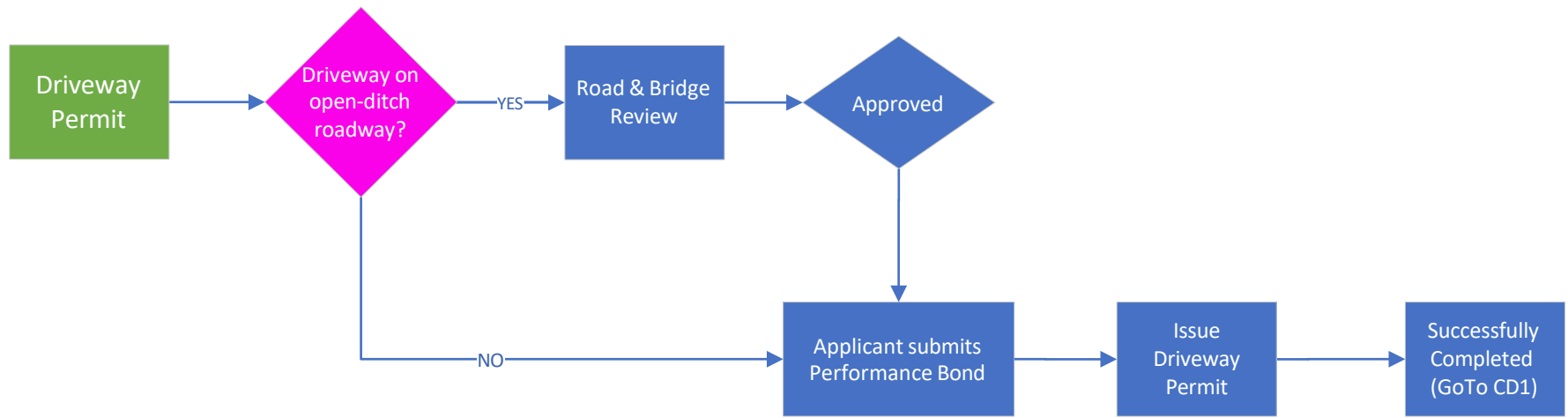


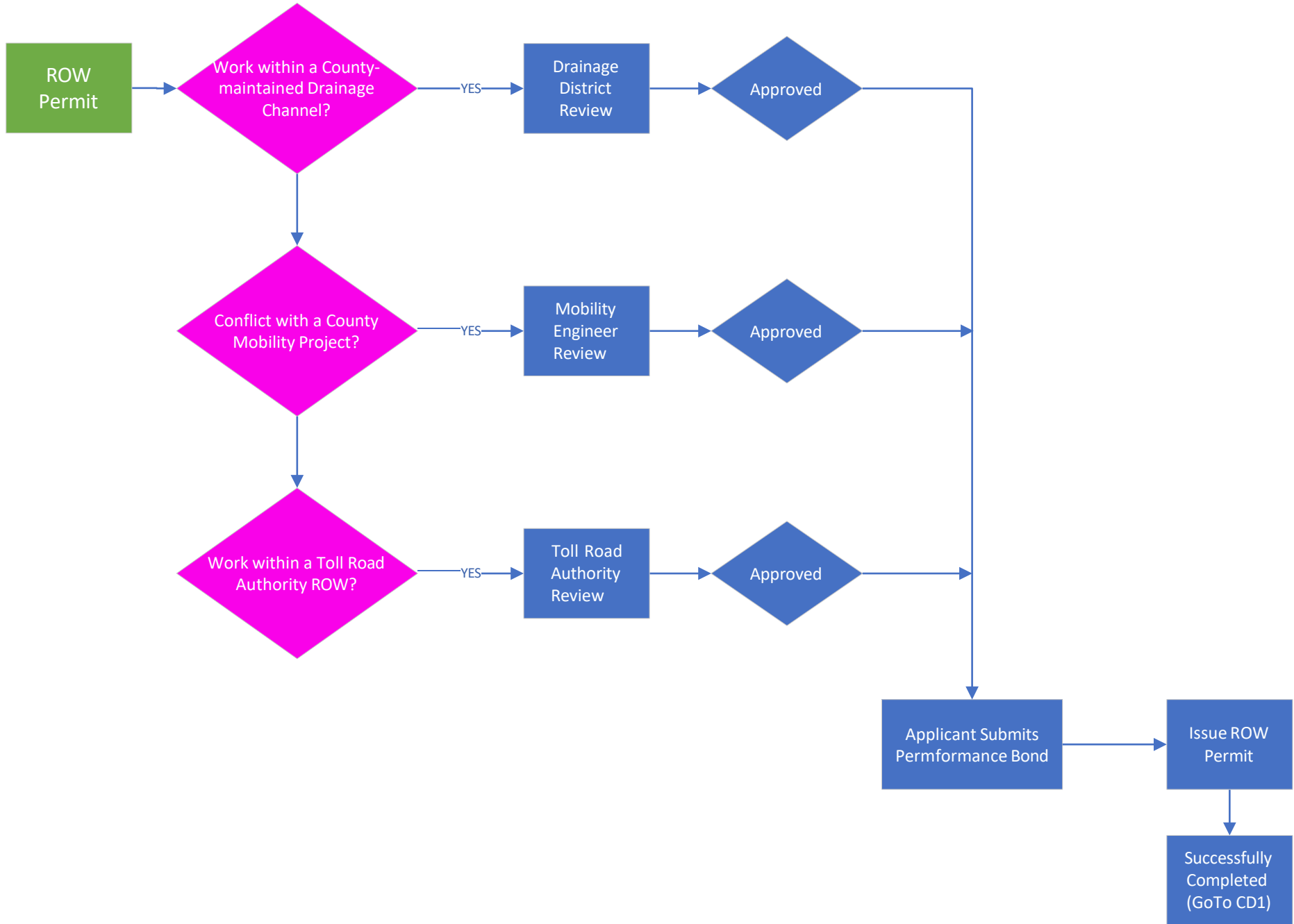
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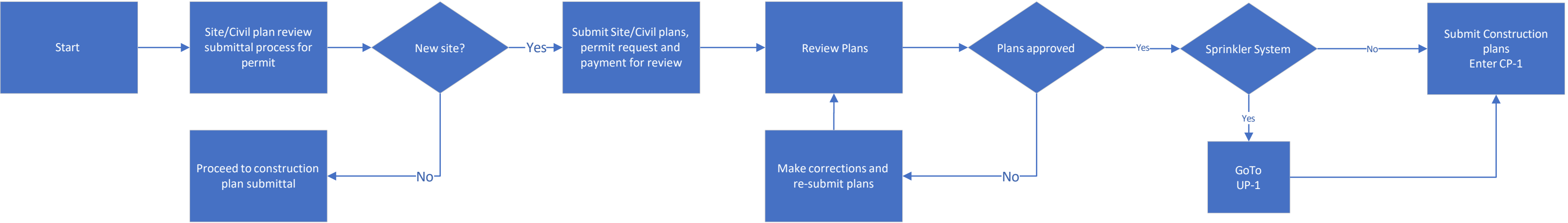


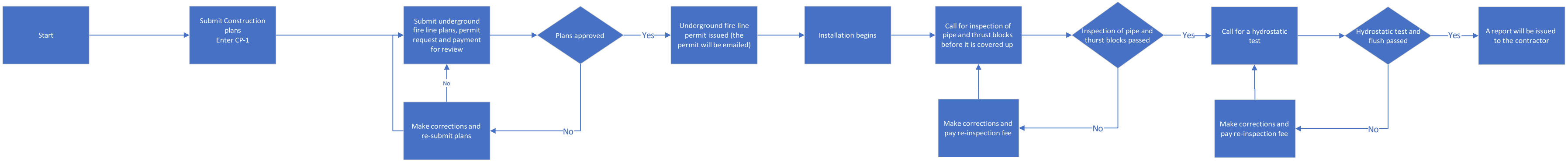


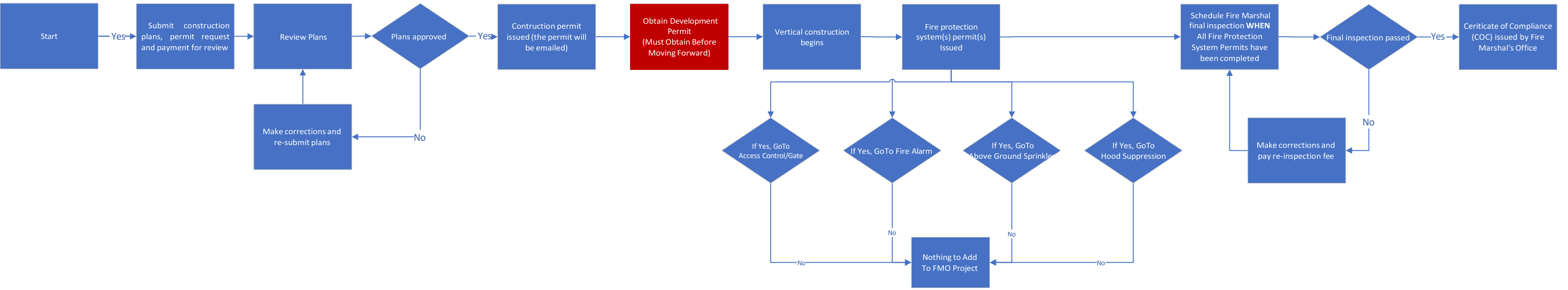


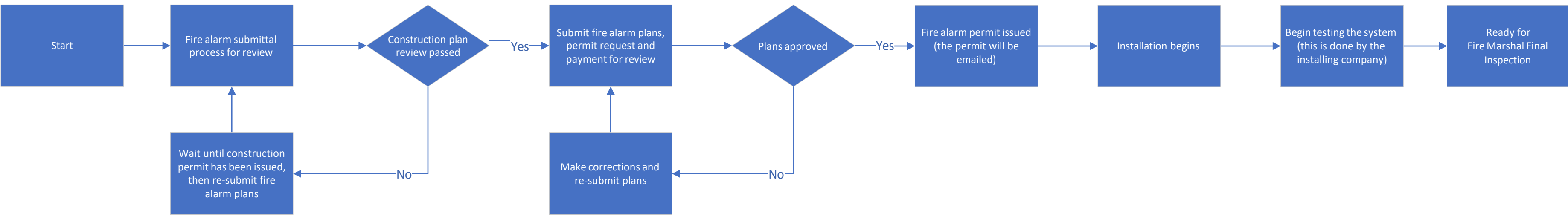


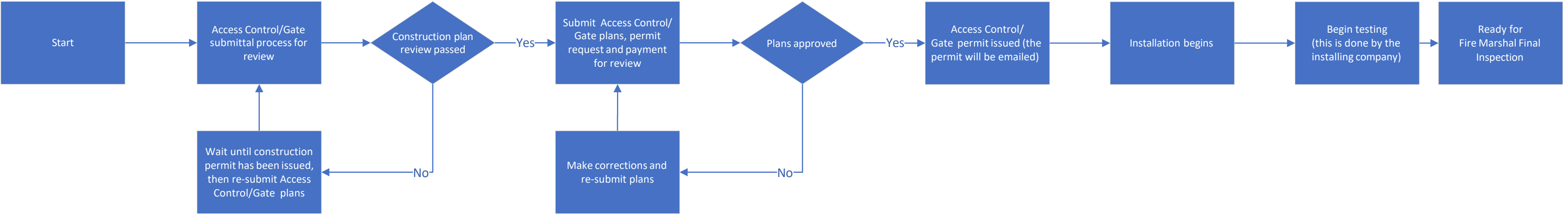


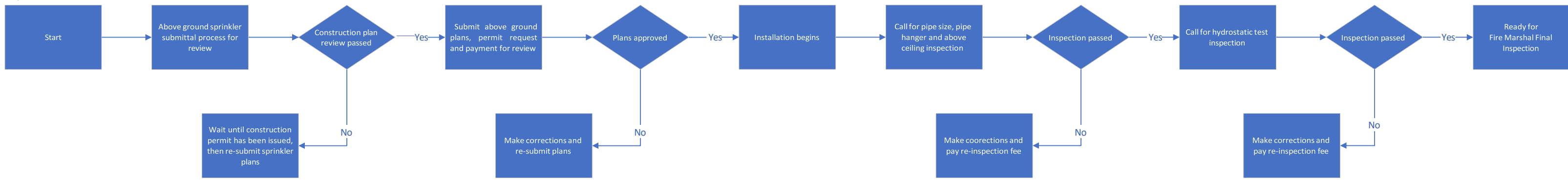


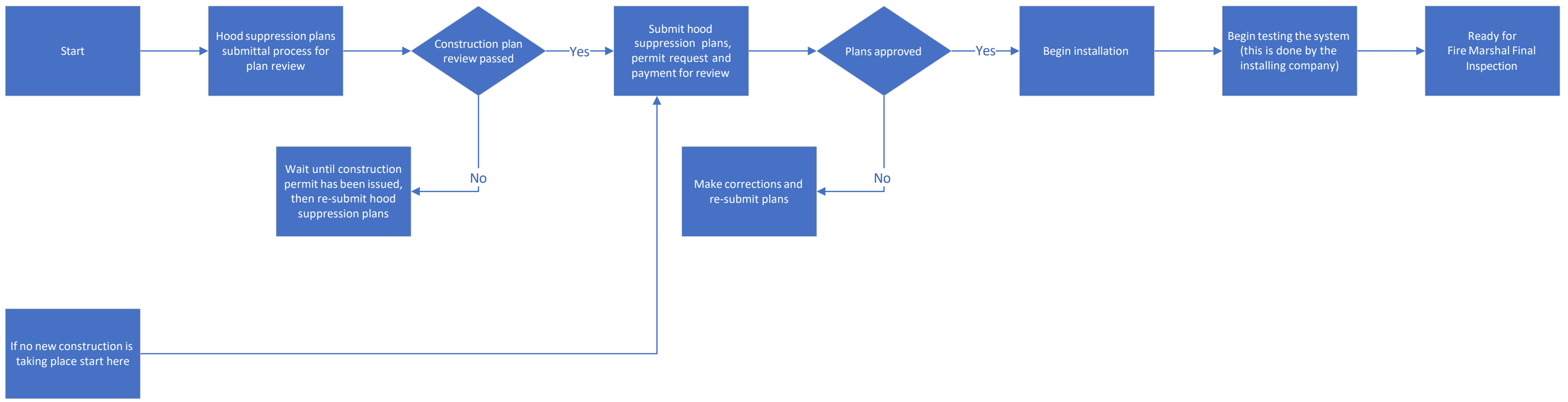












# **EXHIBIT B**

# Annex B

## Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

Revised July 26, 2016, Effective August 1, 2016

Revised December 12, 2017, Effective January 1, 2018

Revised September 26, 2023, Effective October 1, 2023

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

### CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

### OUT OF STATE TRAVEL:

**Authorization:** The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

**Documentation:** The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytexas.gov/index.aspx?page=55>) with the travel reimbursement form.

### LODGING (In and Out of State):

#### Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

[http://www.gsa.gov/portal/content/104877?utm\\_source=OGP&utm\\_medium=print-radio&utm\\_term=perdiem&utm\\_campaign=shortcuts](http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts) based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: [https://portal.cpa.state.tx.us/hotel/hotel\\_directory/index.cfm](https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm) (be sure to check the correct fiscal year). **When making a reservation the traveler must ask for the State of Texas**

**Contract rate (not the government rate) and be prepared to provide the County's agency #: C0790. Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and does not exceed the GSA daily allowance.**

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and provide documentation of the group rate with the reimbursement request.

If all rooms are booked at the host hotel and no accommodation is available at or below the GSA rate, you may book a room at another hotel at a rate equal to or lower than the conference/seminar rate.

If all rooms are booked at the host hotel and no accommodation is available at or below the GSA rate or at the conference/seminar rate, you may provide three (3) comps to support the higher rate. This will serve as the justification for the higher rate. The comparable hotels should be within five miles of the host event and should be of similar hotel class.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate.

If a traveler cannot find a traditional hotel, a direct rental (Airbnb, VRBO, etc.) is allowable. All previous maximum daily rates still apply. Any fees incurred through a direct rental must also be included in the daily rate calculation and remain below the limits. Fees may include, but are not limited to, cleaning fees, extra guest fees, or service fees. (Taxes are not included in this calculation, as they are charged to hotel stays as well).

Travel websites including but not limited to Expedia and Travelocity shall not be used to book lodging.

In order to qualify for any of the above-mentioned exceptions, a lodging reservation must be made 14 days prior to travel. If travel is required without 14-day notice, the traveler must provide back-up which explains why the 14-day advance booking was not possible.

**Travel Days:** If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

**Additional fees allowable:** Self-parking

**Additional fees allowable with justification:** Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

**Fees not allowable:** Internet, phone charges, laundry, safe fees

**Gratuities:** Gratuities are not reimbursable for any lodging services.

**Overpayments by County:** Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

**Procurement Card:** The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable. The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

**Changes/Modifications to Reservation** – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

**County Exemption Status** – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

## **MEALS:**

Meals including in-state and out-of-state will be reimbursed to the traveler at a flat rate of \$70 (full day). The travelers per diem on the departure day and final day will be at 75% of the per diem, which is \$52.50. The amount reimbursed will be paid through payroll and is subject to federal taxation.

**Late Night Arrival** – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

**Day trips:** Prior to 01/01/2024 – Meals will not be reimbursed for trips that do not require an overnight stay. Effective 01/01/2024 - The traveler is subject to per diem reimbursement. Day trip includes a trip outside the County that requires a traveler to leave Fort Bend before 7:00 AM and/or return to the County after 6:00 PM will be eligible for reimbursement at 75% of the per diem, which is \$52.50. Amount reimbursed for day trips will be paid through payroll and are subject to federal taxation.

**Procurement Card:** No meal purchases are allowed on any County procurement card.

**Documentation:** No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

## **TRANSPORTATION:**

**Personal Vehicle:** Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employees vehicle odometer reading or by

a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

**Allowable expenses:** Parking and tolls with documentation.

**County Vehicle:** Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

**Allowable expenses:** Parking and tolls with documentation required.

**Airfare:** The County will only reimburse direct travel to and from a location where County-related business is being conducted. Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

**Allowable Expenses:** Bag fees. Fare changes are allowable if business related or due to family emergency.

**Unallowable Expenses/Fees:** Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

**Rental Car:** Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Enterprise for the State Travel Management Program is listed here: <https://comptroller.texas.gov/purchasing/programs/travel-management/rental/enterprise.php>

When making a reservation traveler should provide the County's agency # [REDACTED]. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. . The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

**Enterprise:**

- Optional Customer, Coupon or Corporate number is [REDACTED]
- Please enter the first 3 characters of your company's name or PIN number **FOR**
- Enterprise will automatically bill FBC when you reserve your vehicle so you need to have a purchase order before your departure.

**Unallowable Fees/Charges:** GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

**Allowable expenses:** Parking and tolls allowed with documentation.

**Other Transportation:** Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

**Gratuities:** Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.

**Procurement Card:** The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

## **REGISTRATION:**

**Registration fees:** Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

**Procurement Card:** The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

## **GRANTS:**

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

## **TRAVEL REIMBURSEMENT FORM:**

The traveler must use the current travel reimbursement form <https://econnect.fortbendcountytexas.gov/documents-forms/auditors-office-forms> for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

## **EXCLUSIONS:**

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute or court order the traveler will not be held to the 75% per diem on the departure and final day of travel.

# EXHIBIT C



**Statement of Work and Agreement**  
**for Fort Bend County, TX**  
**Camino Permitting & Licensing System**

## Summary of Solution

Camino is a web-based solution that improves the customer experience for permit, licensing and code enforcement processes. Camino software is provided through a SaaS (software as a service) model, meaning that all functionality is accessed through the internet on a subscription basis. For this proposal Camino is excited to offer the solutions outlined below.

### Permit, and Licensing System:

Camino will assist in configuring and running a hosted Permit/Licensing System for the agency. The agency has the following needs that will be addressed under this scope:

- A fully hosted, web-based system that is accessible to staff and applicants.
- A smart application portal that generates a set of requirements based on the details of the application.
- Application review and reporting.
- Fee Generation and online payment capabilities.
- Document upload and storage.
- Internal review and task management.
- Inspection management.

Agency staff with Administrator-level permissions will be able to do the following configuration within the Permitting System:

- Build any type of Guide option they wish.
- Configure an unlimited number of internal users. Staff will be able to add and remove users at any time.
- Upload PDF files to create digital forms with overlaid fields or signatures that need to be collected from applicants.
- Define fees that need to be collected from applicants. Fees can be defined by a formula that includes numeric variables.
- Require that certain documents need to be uploaded as part of an application process.
- Create a series of templates for common tasks such as inspections or internal reviews.
- Use a logic-driven rules engine to create the different application, review, and inspection processes based on information provided by the applicant. The rules can also be driven by GIS queries. Camino will integrate commission-provided GIS layers into the Permit/Licensing and Code Enforcement System.
- Configure the different Record types to be issued. Each Record type can be set to expire after a period of time. A re-application workflow can be defined for each license type and will automatically begin during the expiration window.
- Customize instructions and helper text through a rich text editor.
- Configure Data Fields that can be reused throughout the system in rules, fee calculations and on forms. Data Fields can be configured with a default value.
- Configure User Fields that will be saved to each Applicant user's account and auto populated on new Submissions.
- Create customizable workflows with custom statuses, transitions, and auto-transitions based on task completion.
- Configure tasks or steps to be auto assigned based on workflow status.
- Configure a set of pre-defined message templates that can be used for messaging within Submissions.
- Manage GIS layers with the Camino Geo Service:
  - Add, remove or view existing layers and history.
  - Import layers as shapefiles or through an ESRI URL.
  - Update layer data manually at any frequency.

All Agency staff will be able to do the following (from a desktop or iPad browser):

- View a table of all Submissions. Filter and search by any Data Field, User Field or System Field.
  - Create Saved Views based on a specific set of filters. Saved views can be private or global.
  - Export a CSV file of all Submissions
- For each Submission:

- Update the status within the associated workflow, as long as required steps have been completed. Required steps and tasks will automatically be added as the workflow advances.
- Request changes on specific steps for the applicant to re-complete.
- View the current Applicant's information and transfer ownership to a new Applicant.
- View all tasks assigned to the applicant and to internal staff. View task status.
- Add or remove tasks. Assign tasks to any user and specify a due date. Mark tasks as complete.
- Manage Reviews:
  - Assign each review to a user or group.
  - Add documents to each review.
  - Share correction letters and markups with the Applicant.
  - If integrated with a 3rd-party review system, send and receive documents from that system.
- Manage Inspections:
- View all financial transactions and outstanding fees.
  - Refund (partially or fully) fees that have been paid.
  - Manually adjust the value of any fee before it is paid.
  - Add a note to each transaction.
- Fill out internal forms.
- View all answers provided by the applicant and all GIS queries that were run against the Submission.
- View, update, add and remove data fields that were collected during the application.
- View all documents that were uploaded by the applicant and by other staff. View a date stamp on each document.
- Upload new documents directly to the submission. If on a tablet or mobile, attach photographs.
- Issue a Record (Permit, or License) to the Submission. View all Records that have been issued to the Submission.
- Send messages directly to the applicant through any task or application step. Pre-defined message templates can be searched for and added.
- Log private, internal notes on any task or application step or on the Submission directly.
- View an Activity Feed showing all messages sent, status updates, payment modifications, and automated emails.
- View a map showing how the Submission address interacts with GIS and parcel attributes. Please note that the map will not show GIS layers aside from parcels.
- Change or update the address for the Submission.
- Log time spent working on the Submission for time-tracking purposes. View a history of all logged time by a user.
- Subscribe to the Submission to receive notifications and updates.
- Create a new Submission on behalf of an applicant and assign it to their account.
- View a table of all Records that have been issued. For each Record, view the expiration status (active, expiring soon, expired) and manually update the expiration date. Void or archive records.
- View a list of all tasks assigned to a user, or all tasks across the system. Sort and filter by status, assignment, due date.
- View all Submissions and Records on a map. Select a location to view all Submission and Records at that address.
- Receive email notifications when an applicant sends a chat message and when a task is assigned to a user. A notification is also sent when a task nears its due date.
- Integrate a payment processor to process financial transactions through Camino.
- Search, view or export a CSV file of all financial transactions processed or recorded within Camino.

Applicants will be able to do the following:

- Create an account based on an email address. All progress is saved in real-time when logged in.
- View a list of any applications (in progress or submitted) that have been issued.
- Go through a guided application process that starts with a survey. The survey asks for the type of permit, the location, and additional details defined by the Commission. These factors then generate a list of required steps for the applicant to complete.
- Be automatically informed of any location-based restrictions at their address.
- View a checklist-style list of all tasks that have been completed and that are pending.
- Fill out digital forms and sign with a digital signature.
- Upload documents by dragging-and-dropping from their desktop.

- View auto-calculated fees and pay fees via credit card. A transaction fee is applied to all credit card payments, set by the payment processor.
- Send chat messages directly to the agency.
- Receive email notifications when a chat message is sent by the agency, when the application status is updated, and when a Record is issued.
- Camino will allow applicants to schedule inspections through a calendar interface. Calendar invites will be sent to the applicant and inspector.
- View any Records that have been issued to the Submission.
- Receive an email notification when a Record is nearing expiration. The applicant will be invited back to the system to complete any required re-application steps.

Camino currently supports the following integrations out of the box. New integrations can be configured or built using Camino's API:

- Payment Processors
  - No Cost Integrations
    - Stripe
    - Authorize.net
  - Integrations with an additional cost for customizations
    - Invoice Cloud
    - Point and Pay
    - Paymentus
    - PayPal
    - Certified Payments
- Plan Review / Markup
  - ePlanSoft
  - Blue Beam

## Scope of Work - Outline

Your technical services quote is determined based on its inclusion of the following tasks and milestones:

Submission/Case Types	Examples	Included?
Building Permits	All permit types included in the RFP	Yes

Professional Services	Examples	Included?
Configuration and Testing	Configuration of Application Portal, Workflows, Fees, and Submission Types based on Customer’s requirements + testing along with Customer before go-live	Yes
Training	End-user training	Yes
On-Site Training	End-user training on-site	No

Technical Services	Examples	Included?
Integration ESRI		Yes
Plan Review Integration	Bluebeam Cloud	Yes
Single Sign On	Microsoft Azure for SSO	Yes
Payments Integration	Stripe, Authorize.net	Yes - TBD
Data Migration: Legacy Permits	Migration of previously issued permits into the Camino system	No
Data Migration: In-Progress Applications	Migration of in-progress applications, along with their completed and pending tasks, into the Camino system	Yes

# Project Timeline

## **Pre-Kickoff: Initiation and Requirements Gathering**

Danielle Mandeville – Customer Success Manager

Matt Koehler – Implementation Manager

A phased implementation begins with Initiation, with a clear project scope, project champions, a detailed SoW, and a project plan (this will include tasks, timeline, responsibilities, owners, and dependencies). This process will set the customer up for success during the implementation.

Prior to kickoff, Camino will gather the following requirements from the Customer:

- List of Permit
- Fee Schedule
- GIS Technician contact
- Data Conversion contact

## **Phase 1: Kickoff**

Danielle Mandeville – Customer Success Manager

Matt Koehler – Implementation Manager

The Kickoff phase marks the official beginning of the implementation. Camino will schedule a Kick-Off Meeting, upon which they will present a tailored project plan with milestones to the Customer, introduce the Implementation and Customer Success staff, and present next steps.

At this point, regular project meetings with the customer are scheduled. Meeting agendas will be provided, and meeting minutes will be sent out within 24 hours of the meeting. Meeting minutes will include a section for follow-up tasks and takeaways for both the customer as well as Camino. During these meetings, the plan and progress against the plan will be reviewed. If necessary, timelines can be modified and documented in minutes.

The Implementation Team will also schedule 1:1 interviews with key stakeholders to better understand project needs.

## **Phase 2: Data Conversion (4 weeks from acceptance of data)**

Matt Koehler – Implementation Manager

Joel Lanciaux – Engineering

Camino recommends Standard Data Migrations as an option for customers who want to keep the data migration process as affordable and streamlined as possible. In this process, Camino will provide a template for the Customer to provide legacy data from their old system, assist with data validation to ensure it is in the proper format, and upload it into the Camino system. Once the migration is complete, Customers will be able to access and search all past permits/license records in the same "single source of truth" as current ones.

Camino will perform this work with the following framework:

- Up to 10,000 permit/license records and 30 data fields (e.g. address, contractor name, square footage, etc.) per record are supported.
- All imported records will be logged in Camino with the workflow stage "Migrated" and contain one "Agency Private" step labeled "Migrated" within.
- Camino's Customer Success Team will collaborate with the Customer to ensure that data fields and Submission Types are properly mapped and avoid overlap.

Additional Data Migration Scope:

- Camino will migrate Attachments (e.g. annexation records, plats, fire plans etc.) provided they can be accepted via Sharepoint / Drive / Dropbox with a directory structure of: Record ID/attachment\_name.pdf
- Camino will not be performing tasks related to handling customer data including: data cleaning, attachment renaming, or migrating in-progress applications.

#### **Phase 4: Integrations**

Matt Koehler - Implementation Manager

Joel Lanciaux - Engineering

Caitlin Crawford – GIS

Danielle Mandeville – Customer Success Manager

Camino staff will build direct integrations with adjacent technologies, including GIS and Payments systems.

Camino will assist the Customer with choosing a payments solution that fits their needs, while the Customer is responsible for formalizing a partnership with the payments vendor. Camino can provide guidance to ensure the optimal cost-benefit and functionality of each integration.

#### **Phase 4: Configuration**

Matt Koehler – Implementation Manager

The next phase, Configuration, starts once system configuration and setup is initiated.

During this phase, the Team (comprised of both Customer Success and Customer) will build out each of the requirements agreed upon in the previous phase. This includes all template and application form development. Weekly implementation meetings (if not more frequently during this phase, dependent upon the complexity of the implementation) will continue.

During the meetings, the Team will review what has been configured versus the agreed upon requirements. The expectation of standard, routine cadence of meetings during the Design phase, helps to limit the opportunity for errors in build and redesign/rework.

#### **Phase 5: Testing**

Matt Koehler – Implementation Manager

The testing phase occurs next and can even happen in conjunction with the Design phase.

The Customer, with guidance from Camino, will perform their own unit testing on each portion of the solution as it is built out per the agreed-upon timeline. Standard meetings

continue during this phase and will help to facilitate as well as provide the opportunity for review of issues/concerns and success for all Team members. The goal of this phase is to ensure the solution is working as designed and no outstanding issues exist.

## **Phase 6: Production Review**

Matt Koehler - Implementation Manager

Production Review sets City staff up for a broader launch to the general public and the full internal user group. During a Production Review meeting, Camino finalizes a training plan alongside the Customer and tests the public-facing submission types to ensure all desired items are visible and ready to display to the public.

## **Phase 7: Training**

Matt Koehler – Implementation Manager

Over a 4-week period, Camino will facilitate two 'tracks' of training sessions during the implementation process: once at the beginning to train City project sponsors and admins who will be involved in the implementation, and a second at the end to train staff who will use the system in their day-to-day work. The first training 'track' will focus on a deep overview of how the system is configured, edited, and managed. The second training 'track' will focus on how to incorporate Camino into daily permit processes. Both training 'tracks' will be run via webinar by the Camino Project Manager.

Included in the end-user training track includes bespoke training sessions for:

- Inspections
- Code Enforcement
- Permit Technician training / Application Intake
- Incorporating the informational Camino Guide functionality (if applicable)

Following implementation, Camino will run a monthly two-hour training webinar that all customers are able to join free of charge. All City staff will receive an email invitation to these webinars. Additional dedicated training sessions can be purchased at any time. During this phase, Camino will provide detailed software documentation for support staff, users, and administrators who will use or interact with Camino's platform. In addition, Camino maintains an online knowledge-base with extensive tutorial and training content that staff will have access to at any time.

## **Phase 8: Go-Live**

Matt Koehler – Implementation Manager

Cutover to go-live is the final phase of implementation before moving into support. During this phase, Camino will work to import the final cutover of converted data. The customer will then provide sign-off in agreement with what has been built/configured/converted in the Camino solution. It's important to note that individual module/process sign-off will also occur after each milestone within the timeline has been completed.

# Customer Service

## Service Level Agreement

Camino offers a web-based platform that is accessible from all major desktop web browsers. Camino currently works on browser versions that are still supported by their parent company. As of the date of this proposal, the list of supported browsers (on Windows, OSX, or Linux) is:

- Chrome
- Firefox
- Internet Explorer / Edge
- Safari

Camino guarantees 24/7 access with 99.9% uptime. Camino will occasionally bring the service down for scheduled maintenance and updates, but never during the hours of 8am-6pm CDT, M – F.

If this agreement is terminated, Camino will (upon request) provide the customer with a full export of all customer data within 30 days of the request and up to 90 days following termination of the agreement.

## Technical Support Services

Camino will assign a Customer Success Manager to assist with onboarding, training, and ongoing support. This representative will be the primary point of contact for all requests and issues.

In order to initiate a technical support ticket, the customer must email [support@camino.ai](mailto:support@camino.ai), or their designated Account Manager or Implementation Manager. Requests made through other channels are not subject to this SLA.

Camino uses the following incident response levels:

- Level 1: Mission critical error that prevents users from accessing or using the system.
- Level 2: A critical feature is broken.
- Level 3: All other bugs or errors.

When an issue is reported, Camino will respond within 4 hours during the hours of 8am-9pm PST, M-F. The response will include a support ticket and estimated time to fix. Camino targets the following fix times:

- Level 1 incident: 24 hours.
- Level 2 incident: 48 hours.
- Level 3 incident: 5 days.

## Training

Regardless of the implementation package, Camino will provide one kick-off meeting at the beginning of the implementation and up to five hours of staff training. The customer can include whichever staff they choose in this training session. Camino Led implementations will include additional hours. Camino will run a monthly, two-hour virtual training webinar that all customers can access for free. Training content will be determined by the needs of the participants.

## CAMINO INC. SOFTWARE SERVICES AGREEMENT



	<u>Organization Contact</u>	<u>Billing Contact (If Different)</u>
Customer Name:	_____	_____
Contact Name:	_____	_____
Address:	_____	_____
	_____	_____
Telephone:	_____	_____
Email:	_____	_____


**Effective Date:** Same as date of signature by Customer.

**Scope of Agreement:** As outlined in the RFP .

**Fees:** Starting at the effective date, the customer will pay an annual fee as outlined in Appendix B for the services outlined in the Summary.

Welcome to Camino! Thanks for using our software. This Software Agreement ("Agreement") is entered between Camino, Inc., with its principal place of business at 2261 Market Street #4302 San Francisco, CA 94114 ("Camino"), and you, the entity identified above ("Customer"), as of the Effective Date. This Agreement includes and incorporates the Camino Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the Camino Terms and Conditions.



	<u>Customer</u>	<u>Camino</u>
Signature:	_____	DocuSigned by:  D8ED5E477B9D410
Printed Name:	_____	Claytie Mistry
Title:	_____	Chief Customer Officer
Date:	_____	8/28/2025

## Appendix A

### Camino Terms and Conditions

**THIS SOFTWARE AND SERVICES AGREEMENT** (the “**Agreement**”) is made between **CAMINO TECHNOLOGIES, INC.**, of PO Box 31001-4247, Pasadena, CA 91110 (“**CAMINO**”) and the Town of Southampton – 116 Hamton Road, Southampton, NY 11968 (the “**Customer**”), and is effective as of the effective date specified in the Quote (defined in Section 1.1) made between the parties (the “**Effective Date**”). Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings set out in Section 14.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. INTRODUCTION

- a. **Quote and Orders.** Camino owns and operates Camino, a proprietary, web-based software solution that improves customer experience for permit and licensing processes (the “Camino Solution”). The details of Customer’s access to and use of the Camino Solution will be specified in the quote provided by Camino to Customer (the “Quote”) or in a purchase order sent from the Customer to Camino from time to time in such form approved by Camino (each an “Order”), which Quote and Orders, as applicable, are governed by and form part of this Agreement.

#### TERM AND SERVICES

**Term of Agreement and Orders.** Unless terminated earlier by either party pursuant to this Agreement, the initial Term of this Agreement will commence on the Effective Date and will remain in effect for a period of sixty (60) months or such other period outlined in the Quote (the “**Initial Term**”). This Agreement will automatically renew for additional one (1) year periods (each a “**Renewal Term**”), unless: (a) expressly stated otherwise in the Quote or an Order; (b) terminated earlier pursuant to this Agreement; or (c) either party gives notice of non-renewal to the other party by no later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term. Collectively, the Initial Term and all Renewal Terms are referred to collectively as the “**Term**”. The term of each Order will commence on the effective date specified on the Order and expire on the expiration date specified in the Order, unless terminated earlier pursuant to this Agreement or the terms of the Order. Any Customer request for changes to the Order quantity must be submitted at least thirty (30) days before renewal. Each Order will automatically renew for additional one (1) year periods at the list price and quantity in effect at the time of renewal unless: (i) the Order is terminated earlier pursuant to this Agreement; (ii) either party gives notice of non-renewal to the other party by no later than ninety (90) days before the end of the then-current term of the Order; or (iii) the Order expressly states that it will not automatically renew.

**SAAS Services.** Subject to the terms and conditions of this Agreement, Camino will use commercially reasonable efforts to provide the following services (collectively, the “**SAAS Services**”) to the Customer during the Term the Camino Solution specified in valid and subsisting Orders. -

Software and Support of software all related to Orders or Quotes

Implementation related work and training all covered in a SOW

**Implementation Services and Training.** Subject to the terms and conditions of this Agreement, Camino may use commercially reasonable efforts to provide the Customer with implementation services and any applicable training with respect thereto (collectively, the “Implementation Services”) expressly set out in a statement of work (“**SOW**”). Camino may from time to time engage third parties (each a “**Subcontractor**”), such as independent contractors, affiliates, service providers, licensees and agents, to perform any part of the Implementation Services. Camino will: (a) remain directly responsible to the Customer for the acts or omissions of each Subcontractor; and (b) ensure that each Subcontractor is bound in writing to terms equally as protective of the Customer as the terms and conditions of this Agreement.

**Changes to Services.** The Customer may request, and Camino may in its discretion provide, an upgrade or downgrade in the level of Services or part thereof, and the applicable Services may be amended, modified or supplemented pursuant to such request with mutual consent and in a written form satisfactory to Camino (a “**Change Order**”). Change Orders may require changes in the applicable fees payable by the Customer, and any such changes will be specified in the Change Order and payable by the Customer in accordance with the terms of the Change Order. Notwithstanding anything in this Agreement Camino may in its discretion change the Services from time to time, provided such any such change does not diminish the functionality of the Services on which the Customer materially relies.

**Technical Support Services.** Camino shall, to the extent specified in the Quote or an applicable Order, provide technical support to Customer regarding the use and operation of the Camino Solution that was configured or developed by Camino pursuant to this Agreement. The terms and conditions of such support services, including but not limited to support service hours and availability, service levels targets and severity levels are outlined in the Camino Customer Service Terms, attached hereto as **Exhibit “A”**.

**Dependencies.** Customer understands that Camino’s performance depends on Customer timely providing Camino with relevant data, feedback and configuration assistance. Any dates or time periods relevant to Camino’s performance of its obligations hereunder or pursuant hereto will be extended appropriately and equitably to reflect any delays caused by Customer’s failure to timely deliver any such materials. Camino shall not be liable for any delays in performance under this Agreement resulting from Customer’s failure to meet these obligations.

#### FEES AND PAYMENT TERMS

**SAAS Fees.** The Customer will pay to Camino the fees for the SAAS Services (the “**SAAS Fees**”) upfront annually, and in accordance with the payment instructions detailed in each Order or Change Order (as applicable). Unless otherwise expressly provided in an Order or Change Order, any SAAS Services added during a billing period will be subject to payment of SAAS Fees for a minimum of 12 months. All SAAS Fees will be based upon the total quantity of SAAS Services specified in applicable Orders and Change Orders, whether or not the corresponding SAAS Services are actively used during the billing period. SAAS Fees payable under this Agreement are: (i) non-refundable; and (ii) exclusive of any and all taxes, withholdings and other levies and imposts applicable thereon (“**Taxes**”), and such Taxes will be invoiced together with the SAAS Fees, unless Customer is exempt from such Taxes. Unless otherwise expressly set out in an Order or Change Order (as applicable), all invoices for the SAAS Services are payable thirty (30) days after delivery. Camino reserves the right to change the SAAS Fees with respect to existing service levels on an annual basis, at the end of the Initial Term or the then-current Renewal Term, upon at least thirty (30) days prior written notice to Customer (which may be sent by email).

**Implementation Service Fees.** The Customer shall pay to Camino the Implementation Services fees and any other charges with respect to the Implementation Services in the amounts, at the times and according to the terms set out in each [SOW] (collectively, the “**Implementation Service Fees**”). All Implementation Service Fees payable under this Agreement are exclusive of any and all Taxes, and Taxes will be invoiced together with the Fees, unless Customer is exempt from such Taxes. Subject to the applicable [SOW], invoices for Implementation Services are payable, without holdback or setoff, immediately upon delivery, except where such Implementation Service Fees invoiced are disputed by the Customer in good faith. Invoice disputes will not affect the undisputed portions of the Implementation Service Fees payable by the Customer.

**Failure of Payment.** Interest will accrue on any amounts overdue and outstanding at a rate of eighteen percent (18%) per annum, calculated daily. Without limiting any other remedy available to Camino, in the event that any of the Customer’s payment obligations are overdue and outstanding, Camino may, in its discretion: (a) terminate this Agreement immediately upon notice to the Customer; and/or (b) suspend its obligations to the Customer relating to the Services until such time as all amounts due and owing under this Agreement are paid in full.

#### USE OF SAAS SERVICES

**Grant.** Subject to the terms and conditions of this Agreement, Camino hereby grants to the Customer a limited, non-exclusive, non-transferable, non-sub-licensable right to access and use the SAAS Services during the Term for its internal business purposes through its authorized representatives (each a “**User**”) with a valid and subsisting account (each an “**Account**”) and username and password issued by or on behalf of Camino (collectively, “**Codes**”). Customer will appoint and authorize one or more Users to appoint other Users and administer Customer’s use of the SAAS Services. Customer will not authorize more Users than the number of Users specified in an Order or a Change Order, as applicable. Customer is fully responsible and liable for, and bears all risks relating to, all use of the SAAS Services by Users and all acts or omissions by Users and will ensure that all Users comply with the terms of this Agreement.

**Accounts/Codes.** Accounts and Codes are specific to the User for whom they are issued. Customer will ensure that all Users keep their Codes secure and confidential at all times and not permit any other person to use their Account or Codes, and immediately notify Camino if they suspect that any Account or Code has become known to or used by any unauthorized person. Customer is responsible for the security of Customer Codes and use of Customer Codes and Customer Accounts. If Camino, in its discretion, considers a Code to be insecure or to have been used inappropriately, then Camino may immediately cancel the Code without notice to Customer and the affected User. Codes may not prevent unauthorized access to Customer Data or other information that Customer and Users may use in connection with the SAAS Services. Camino is under no obligation to verify the actual identity or authority of the User of any Codes, Accounts or the SAAS Services, and is not responsible or liable for unauthorized access to the SAAS Services or any unauthorized or alteration, theft or destruction of any information contained therein through accident, fraudulent means or devices, or any other method, unless it is the direct result of Camino’s gross negligence.

**Audit.** Camino may audit use of SAAS Services through the Camino Solution.

**Restrictions.** Except as expressly permitted by this Agreement, the Customer will not, nor will it allow any User to, directly or indirectly: (a) copy, modify or create derivative works or improvements of the SAAS Services; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the SAAS Services to any person; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the SAAS Services or any part thereof; (d) bypass or breach any security measures used by the SAAS Services; (e) input, upload, transmit or otherwise provide to or through the SAAS Services any information or materials that are unlawful or injurious, or contain, transmit or activate any virus, trojan horse, worm, backdoor, malware or other malicious computer code; (f) transmit, or otherwise export the SAAS Services or underlying information or technology; (g) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the SAAS Services; (h) remove, delete, alter or obscure any trade-marks, specifications, warranties or disclaimers, or any copyright, trade-mark, patent or other intellectual property or proprietary rights notices from the SAAS Services; (i) provide any usernames, passwords or other information which would permit access to the SAAS Services to any person who does not have authorized access from Camino; (j) use the Services other than in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions or spam compliance laws); (k) to interfere with or disrupt the integrity or performance of the SAAS Services or the data contained therein; or (l) otherwise access or use the SAAS Services beyond the scope of the authorization expressly granted in this Agreement.

**Customer Systems.** Customer shall be responsible for obtaining and maintaining the Customer Systems and any other equipment and other services needed to connect to, access or otherwise use the SAAS Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the SAAS Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer’s knowledge or consent.

#### PROPRIETARY RIGHTS

**Rights Reserved.** Camino is and will remain the sole and exclusive owner of, and retains all Intellectual Property Rights in, the Services, the Camino Solution and the Camino Marks, including without limitation any updates, modifications, customizations or derivative works thereof. Except for the rights and licenses expressly granted in this Agreement, neither party grants to the other party any Intellectual Property Rights under this Agreement, and all such rights, title and interests are hereby retained and reserved.

**Feedback.** The Customer hereby grants to Camino a worldwide, royalty-free, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by the Customer or its Users relating to the Services. For certainty, Camino will have no obligation to modify the Services to implement any suggestions, recommendations or other feedback provided by the Customer or its Users. Furthermore, for the purposes of improving the Camino Solution, Customer will make available to Camino's authorized representatives the personnel from the Customer's leadership, IT, and user groups at Camino's request with reasonable notice to provide feedback on the Services in the form of surveys, phone calls, video and face to face meetings.

#### CONFIDENTIALITY

**Obligation.** Receiving Party hereby acknowledges that the Disclosing Party's Confidential Information is an asset of considerable value, the unauthorized use or disclosure of which would be damaging. Receiving Party will, during and subsequent to the Term: (a) keep the Confidential Information of the Disclosing Party confidential and use such Confidential Information solely for the purposes of exercising its rights and performing its obligations under this Agreement; (b) not directly, or indirectly, without authorization from the Disclosing Party reveal, report, publish, disclose or transfer such Confidential Information to any third party; (c) utilize procedures constituting a high degree of care to maintain the security of such Confidential Information and in no event less than a reasonable standard of care under the circumstances; and (d) disclose such Confidential Information to its employees and contractors, solely on a need-to-know basis as reasonably required under this Agreement, provided that, any access or disclosure to the Disclosing Party's Confidential Information that is granted by the Receiving Party to its employees and contractors will first require the Receiving Party to enter into a written agreement with each such employee and contractor that contains confidentiality and non-use obligations that are at least as protective as the provisions hereof. For certainty, and notwithstanding the foregoing, Customer acknowledges and agrees that Camino may disclose Customer's Confidential Information to Salesforce.com solely to the extent necessary to provide the Services in accordance with this Agreement.

**Legal Disclosure.** If a Receiving Party is required by law or court order to disclose any Confidential Information of the Disclosing Party, such Receiving Party will: (a) first notify the Disclosing Party of same in writing and without delay; and (b) cooperate with the Disclosing Party, and use its own best efforts, to limit any such disclosure to the minimum disclosure necessary to comply with such law or court order.

**Return of Confidential Information.** Subject to the terms of this Agreement, Receiving Party will return or irretrievably destroy the Confidential Information of the Disclosing Party within thirty (30) days after such request from the Disclosing Party. If requested by the Disclosing Party, the Receiving Party will provide a statutory declaration certifying the return or destruction (as applicable) within five (5) days thereafter.

**Injunctive Relief.** Each party acknowledges and agrees that should it breach its obligations of non-disclosure under this Section 6, the other party may suffer harm which may not be adequately compensated by monetary damages. In such event, the non-breaching party may, in addition to any other remedy available in law or equity, seek specific performance and injunctive or other equitable relief without bond or proof of damages.

#### CUSTOMER DATA

**Ownership of Customer Data.** As between Camino and the Customer, the Customer is and will remain the sole and exclusive owner of all Customer Data. Camino shall undertake measures to ensure data privacy and data related protections are compliant to Camino Privacy Policy, assessable here: <https://www.camino.ai/privacy-policy/>

**Personal Information.** For certainty, Camino's processing of Customer Data pursuant to this Agreement will not involve the use of Personal Information.

#### REPRESENTATIONS, WARRANTIES AND COVENANTS

**Customer.** Customer represents, warrants and covenants to Camino that now and at all times during the Term: (a) Customer has the right, power, capacity and authority to enter into and perform its obligations under this Agreement and to grant the licenses, authorizations and permissions set forth in this Agreement; (b) the Customer will ensure that it has obtained all necessary consents relating to Customer Data prior to making any such data available under this Agreement; (c) the provision of any Customer Data to Camino and the use of such Customer Data by Camino for the purposes described in this Agreement does not and will not violate or infringe the rights of any person; (d) all information provided by Customer to Camino in an Order or Change Order is true, accurate, current, and complete; and (e) the Customer will have sole responsibility for connectivity between the Customer Systems and the internet and the security of the Customer's link to the Services.

**Camino.** Camino represents, warrants and covenants to Customer that now and at all times during the Term: (a) Camino has the corporate power, capacity and authority to enter into this Agreement, and (b) the Services will not infringe, or constitute an infringement or misappropriation of, any Intellectual Property Rights of any third party. Camino warrants to Customer that it will repair any functionality that was configured or developed by Camino pursuant to this Agreement and that has unexpectedly stopped working, all in accordance with the Camino Customer Service Terms attached as Exhibit "A", provided that: (i) defects in functionality can only be diagnosed by Camino; (ii) Camino is not required to repair any configuration or development performed by a non-Camino entity and any functionality

related to non-Camino payment processing (iii) the Customer is up to date on the latest Camino managed package release updates; (iv) the Customer is currently in an active Term and paying for all Services; and (v) Customer agrees (A) that their technical staff or system integrator staff are responsible for performing appropriate due diligence and testing of new Camino releases in a sandbox or pre-production environment prior to deploying these releases to the production environment, and (B) Camino is not required to repair issues that arise due to not performing appropriate due diligence and testing.

#### TERMINATION AND SUSPENSION

**Termination for Cause.** Either party may terminate this Agreement immediately upon notice if the other party fails to correct a material breach of its obligations under this Agreement within thirty (30) days (ten (10) days, in the case of non-payment) after receipt by such other party of written notification from the notifying party of such material breach.

**Effect of Termination.** Upon termination or expiry of this Agreement for any reason pursuant to this Agreement: (a) all Orders in effect will immediately terminate; (b) Camino will deliver to the Customer a final statement of account and/or invoice for fees and charges accrued up to and including the date of termination or expiry, and Customer will promptly pay all such outstanding fees and charges; and (c) any provision of this Agreement that imposes an obligation after termination or expiry of this Agreement will survive such termination or expiry, including without limitation, Sections: 3, 5, 6, 7 and 9 – 13 (inclusive).

**Suspension of Services.** Camino may suspend, terminate or limit, in Camino's discretion, Customer's (or any of its Users') access to or use of the Services, or any part of it, with reasonable notice in order to: (a) prevent damage to, or degradation of the integrity of, Camino Systems or Customer Systems; or (b) comply with any law, regulation, court order or other governmental request or order. Camino will use commercially reasonable efforts to notify Customer of any such limitation, suspension or termination action as soon as reasonably practicable. In the event of a limitation or suspension, Camino will restore Customer's access to the Services when Camino determines the event has been resolved. Nothing in this Agreement will limit Camino's right to take any action or invoke remedies or will act as a waiver of Camino's rights in any way with respect to any of the foregoing activities. Unless found to be done in bad faith, no such suspension will be a breach of this Agreement by Camino, entitle Customer to a refund or suspension of fees, or give rise to any liability by Camino to Customer or any other person.

#### INDEMNITY

**Customer.** Customer will defend, indemnify, and save and hold harmless Camino and its directors, officers, and personnel from and against all third-party claims, demands, actions, causes of action, damage, loss, suits, proceedings, costs, liabilities, expenses and charges arising from, connected with, or relating to: (a) Customer's use of the Services; or (b) any actual or alleged negligence, willful misconduct or breach of this Agreement by Customer or any other person for whom Customer is under this Agreement or in law responsible. Customer will assist and co-operate as fully as reasonably required by Camino in the defense of all third-party claims and third-party proceedings.

**Camino.** Camino will defend, indemnify, and save and hold harmless Customer and its personnel and representatives from and against all third-party claims, demands, actions, causes of action, damage, loss, suits, proceedings, costs, liabilities, expenses and charges arising from, connected with, or relating to: (a) any actual gross negligence, willful misconduct or material breach of this Agreement by Camino or any other person for whom Camino is under this Agreement or in law responsible; or (b) allegations that the Services infringe or misappropriate any United States or Canadian Intellectual Property Rights of a third-party, except to the extent resulting from (i) Customer's modification of the Services, or combination by Customer of the Services with other third-party products or services, if the Services would not have been infringing but for such modification or combination, (ii) Customer's use of the Services in a manner not authorized herein or for which it was not designed, (iii) Customer's failure to use an updated, non-infringing version of the applicable intellectual property to the extent Customer was notified that the update cured an infringement, or (iv) changes to the Services made by Camino at the direction of the Customer. Camino will assist and co-operate as fully as reasonably required by Customer in the defence of all third-party claims and third-party proceedings.

**Possible Infringement.** If Camino becomes aware of an allegation that the Services infringe a third party's Intellectual Property Rights, then Camino may: (a) obtain the right for the Customer, at Camino's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement for the Services to the Customer; or (c) modify the Services so that they no longer infringe such third party's Intellectual Property Rights.

#### DISCLAIMER

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS AGREEMENT, THE SERVICES AND THE CAMINO SOLUTION ARE PROVIDED "AS-IS", AND CAMINO HEREBY DISCLAIMS ANY AND ALL GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES REGARDING THE SERVICES AND THE CAMINO SOLUTION, WHETHER IMPLIED OR STATUTORY, ORAL OR OTHERWISE, ARISING UNDER ANY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES WITH RESPECT TO ACCURACY; CAPACITY; COMPLETENESS; DELAYS; DURABILITY; SECURITY; FITNESS FOR A PARTICULAR PURPOSE; LACK OF VIRUSES OR OTHER HARMFUL COMPONENT, ERRORS, INTERRUPTED SERVICE; MERCHANTABILITY; NON-INFRINGEMENT; PERFORMANCE; QUALITY; RESULTS; SUITABILITY; TIMELINESS; TITLE; OR WORKMANLIKE EFFORT. THE SERVICES MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND CAMINO'S CONTROL. SECURITY AND PRIVACY RISKS CANNOT BE ELIMINATED. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ACCESS AND USE OF THE SERVICES IS AT THE CUSTOMER'S SOLE RISK.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CAMINO HEREBY DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE IN CONNECTION WITH THIRD-PARTY SOFTWARE OR MATERIALS AND THEIR USE OR INCLUSION IN OR WITH THE SERVICES.

THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

#### LIABILITY LIMITATION

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CAMINO'S MAXIMUM LIABILITY TO THE CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT OF SAAS FEES PAID BY THE CUSTOMER TO CAMINO DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CAMINO WILL NOT BE LIABLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY, OR IN TORT, AND EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE CUSTOMER HEREBY RELEASES CAMINO OF SAME. IN ANY EVENT, CAMINO'S LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED ONLY TO DIRECT, VERIFIABLE DAMAGES ARISING FROM CAMINO'S MATERIAL NON-FULFILMENT OR BREACH OF ANY WARRANTY OR COVENANT, OR ANY MATERIAL MISREPRESENTATION, EXPRESSLY PROVIDED UNDER THIS AGREEMENT.

THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

#### GENERAL

**Entire Agreement.** This Agreement, which includes: (a) each Order; (b) any Change Order, as applicable; (c) any SOW; and (d) the Quote; constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement. Unless otherwise expressly provided by this Agreement, to the extent of any conflict, the following order of precedence will apply: (1) this Agreement; (2) a Change Order; (3) an Order; (4) the SOW; and (5) the Quote.

**Interpretation.** Headings in this Agreement are for convenience of reference only. Any rules of construction relating to interpretation against the drafter of an agreement will not apply to this Agreement. The word "including" (or includes) and words to the same or similar effect will be interpreted to mean "including without limitation" (or includes without limitation). Words importing the singular number only include the plural and vice versa. Words importing either gender include both genders. Except as expressly set forth in this Agreement, the parties' respective rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies to which the parties may be lawfully entitled under this Agreement or at law or equity, and the parties will be entitled to pursue all of their respective rights and remedies concurrently, consecutively and alternatively.

#### Assignment and pricing

. Customer may not assign this Agreement without Camino's prior written consent, which consent may be withheld in Camino's discretion. Camino may assign all or any portion of its rights and interests under the Agreement in its discretion without consent of the Customer. Users are not parties to or beneficiaries of this Agreement. The provisions of this Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

**Publicity.** Camino may reference Customer in Camino's advertising and promotional activities and materials and may list Customer in any listing or directory of Camino customers. Upon request by Camino, Customer may, but will have no obligation to, provide Camino with Customer's trademark or logos for use in such promotional materials, lists and directories.

**Waiver and Amendment.** Except as expressly provided herein, no modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by the parties hereto. No failure or delay by a party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, will operate as a waiver of any such right, power or remedy.

**Governing Law.** If the Customer's address provided in the signature block of this Agreement is: (a) in Canada or the United States, then this Agreement will be governed by the laws of the Customer's province or state and the federal laws applicable therein, and the parties will exclusively submit to such jurisdiction; and (b) outside of Canada and the United States, then this Agreement will be governed by the laws of the province of British Columbia and the federal laws of Canada applicable therein, and the parties will exclusively submit to the jurisdiction of British Columbia. Notwithstanding the foregoing, each party will be entitled to seek injunctive or other equitable relief in any jurisdiction with a reasonable connection to the subject matter of this Agreement.

**Force Majeure.** Notwithstanding any other provision of this Agreement, Camino will not be liable to Customer for any delay in performing or failure to perform any of its obligations under this Agreement to the extent performance is delayed or prevented due to any cause or causes that are beyond Camino's reasonable control. Any delay or failure of this kind will not be deemed to be a breach of this Agreement by Camino, and the time for Camino's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

**Notices.** Camino may deliver Orders, invoices and other notices to Customer by email, facsimile, or delivery to the addresses on record in Camino's Customer file. Customer will give all notices to Camino under this Agreement in writing delivered by courier, by email, or by facsimile transmission to Camino's current address for delivery specified on in the signature block of this Agreement, as may be updated from time to time with notice.

**Currency.** All monetary amounts under this Agreement are in the currency of the United States, except where expressly provided otherwise.

**Independent Contractors.** The parties are independent contractors. Neither party will be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose and neither party will have any right, power or authority to create any obligation or responsibility on behalf of the other.

**Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

**Counterparts.** This Agreement may be executed electronically and in two or more counterparts, all of which, taken together, will be regarded as one and the same instrument.

#### DEFINITIONS

**"Anonymized Data"** means Customer Data which has been stripped, manipulated or combined to provide generalized anonymous information that cannot be reverse-engineered to identify the Customer or identify an individual.

**"Camino Marks"** means Camino, Camino Technologies, Inc. and related logos and marks of Camino.

**"Camino Systems"** means the information technology infrastructure used by or on behalf of Camino in performing the Services, including all computers, software, hardware, databases, electronic systems and networks.

**"Confidential Information"** means information that is not generally known to the public or that otherwise constitutes a trade secret under applicable law, including without limitation, technical information, know-how, technology, software applications and code, prototypes, ideas, inventions, methods, improvements, data, files, information relating to customer identities and other customer information; provided that, Confidential Information does not include any of the foregoing information that Receiving Party can demonstrate: (i) has entered into the public domain through no wrongful act or breach of any obligation of confidentiality by the Receiving Party; (ii) was in the lawful knowledge and possession of, or was independently developed by, the Receiving Party prior to the time it was disclosed to, or learned by, the Receiving Party hereunder as evidenced by written records; (iii) was rightfully received by Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (iv) was approved in writing for release by the Disclosing Party. Confidential Information includes such information that was disclosed by the Disclosing Party to the Receiving Party prior to the Effective Date.

**"Customer Data"** means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly, from the Customer or a User by or through the Services including, without limitation, any Personal Information.

**"Customer Systems"** means Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), networks and internet connectivity.

**"Disclosing Party"** means the party who discloses or otherwise divulges Confidential Information to the other party.

**"Intellectual Property Rights"** means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of publicity and similar rights of any type, continuations, or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory, or judicial authority.

**"Personal Information"** means information about an identifiable individual within the meaning of the Personal Information Protection Act (British Columbia).

**"Receiving Party"** means the party who receives or otherwise obtains Confidential Information from the Disclosing Party or from the Disclosing Party's employees, agents, representatives, consultants, customers, contractors or suppliers.

**"Services"** means, collectively, the SAAS Services and the Implementation Services, and any part thereof.

## Appendix B

# Fees

Item	Includes	Cost
Annual Subscription for a hosted permit system	<ul style="list-style-type: none"> <li>• Unlimited external users</li> <li>• Includes unlimited submission types</li> <li>• Features outlined in RFP</li> <li>• Integration with Azure AD for Single-Sign-on capabilities</li> </ul>	\$75,000 / year*
One-Time Set Up and Implementation	<ul style="list-style-type: none"> <li>• Build-out of selected Submission Types, Applicant Portal, Rule Builder, GIS integration, and Workflows</li> <li>• Training and onboarding of users</li> </ul>	\$12,000 one-time fee
Technical Services – Data Migration		\$10,000 one-time fee
Technical Services - Integration	<ul style="list-style-type: none"> <li>• Off-the-shelf payment processor integration (provider TBD)</li> <li>• Bluebeam Integration</li> <li>• ESRI Integration</li> </ul>	\$0
<b>First Year Total</b>		<b>\$97,000</b>
<b>Annual Subscription Years 2-5</b>		<b>\$75,000/year</b>
<b>Annual Subscription Years 6&amp;7 (if renewed)</b>		<b>\$75,000/year</b>

\*At the end of the 5-year agreement, the annual subscription will increase by 5% each year.