

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**DECEMBER 16, 2014 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
2015 Program Management System Implementation (FN-003)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

**SYNOPSIS**

A motion is requested authorizing the execution of a contract with e-Builder, Inc. of Ft. Lauderdale, Florida in the amount of \$104,386.62.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 identified *Exceptional Municipal Services* and *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY15 budget includes \$120,000 for the purchase and implementation of a program management system (\$30,000 in each of the following funds: Capital Projects Fund, Stormwater Fund, Water Fund and Major Buildings Fund). The total cost of 15 annual licenses and program implementation in 2015 would be \$104,386.62. The annual cost of 15 licenses in subsequent years (beginning in 2016) would be set for 36 months at \$21,916.62 per year as part of this agreement, with annual approval required by the Council.

**RECOMMENDATION**

Staff recommends approval on the December 16, 2014 consent agenda.

**BACKGROUND**

The e-Builder Enterprise system is a web-based software that will streamline and standardize capital project management processes across all departments, and increase the reporting capabilities and transparency of capital project status on a project, fund, and CIP level. Currently, projects are tracked using a combination of spreadsheets and Eden reports, and documents are stored by each project manager on the Village network. "Real time" project status reports are prepared through a manual analysis by the project manager working with the Finance department to develop figures at a snapshot in time. This process is cumbersome and time consuming, and the amount of manual calculation and data entry required creates opportunity for error. The standardization of project management procedures, ease of real-time reporting, and maintenance of a consistent project history for all capital projects will make all project information readily available, regardless of personnel changes or loss of organizational knowledge, and will significantly ease the document retrieval process for capital project related FOIA requests.

In 2013, e-Builder was selected by the Illinois State Toll Highway Authority as their program management system, and as such many Chicago area contractors and consultants are familiar with the system. Locally, e-Builder has been successfully implemented by the University of Chicago, the Illinois Tollway, and the Chicago Transit Authority. Staff contacted representatives from all three of these agencies, and all gave e-Builder very favorable reviews.

Annual licensing fees include the use of the software, mobile applications, 24/7 support, and unlimited cloud-based document storage. The proposed pricing is based on e-Builder's federal GSA contract, No. GS-35F-408AA, which is permissible based on the provisions of the Village Purchasing Policy. This use of cooperative purchasing is similar to the government price concessions received through the State of

Illinois contract for vehicles and equipment, and the agreement recently approved with Lytx, for the DriveCam system.

**ATTACHMENTS**

GSA Contract and Order Form – e-Builder, Inc.

e-Builder product information sheets

City of Arlington case study



AUTHORIZED  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES

**Note:** e-Builder, Inc. wishes to participate under the Cooperative Purchasing and Recovery Purchasing programs. The following SINs are available to state and local governments:  
Special Item No. 132-51 Information Technology Professional Services  
Special Item No. 132-52 Electronic Commerce Services

**SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

- FPDS Code D301 IT Facility Operation and Maintenance
- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code D308 Programming Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

**SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE (EC) SERVICES**

- FPDS Code D304 Value Added Network Services (VANs)
- FPDS Code D304 E-Mail Services
- FPDS Code D304 Internet Access Services
- FPDS Code D304 Navigation Services
- FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified - Except “Voice” and Pager Service

**e-Builder, Inc.**

**1800 NW 69<sup>th</sup> Ave STE 201  
Fort Lauderdale, FL 33313-4583**

**Phone: 954-556-6701**

**Fax: 954-792-5949**

**[www.e-Builder.net](http://www.e-Builder.net)**

Contract Number: **GS-35F-408AA**

Period Covered by Contract: **May 31, 2013-May 30, 2018**

General Services Administration

Federal Acquisition Service

Pricelist current through Modification # \_\_\_\_\_, dated \_\_\_\_\_.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

**TABLE OF CONTENTS**

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS ..... 4

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) ..... 11

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER 132-52) ..... 15

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS ..... 19

BLANKET PURCHASE AGREEMENT (BPA)..... 20

BPA FORMAT GUIDELINES ..... 21

CONTRACTOR TEAM ARRANGEMENTS ..... 22

CONTRACTOR’S INFORMATION TECHNOLOGY LABOR CATEGORY DESCRIPTIONS ..... 23

CONTRACTOR’S AUTHORIZED GSA PRICING ..... 24

E-BUILDER, INC. SERVICE AGREEMENT ..... 25

# INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

## **SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.gsa.gov/fas](http://www.gsa.gov/fas)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

### **1. GEOGRAPHIC SCOPE OF CONTRACT:**

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

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

### **2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

**e-Builder, Inc.  
1800 NW 69<sup>th</sup> Avenue  
Suite 201  
Plantation, FL 33313**

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

**954-556-6701**

**When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.**

**3. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

**4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

Block 9: G. Order/Modification Under Federal Schedule Contract  
Block 16: Data Universal Numbering System (DUNS) Number: **933695785**  
Block 30: Type of Contractor: **Other Small Business**  
Block 31: Woman-Owned Small Business - **No**  
Block 37: Contractor's Taxpayer Identification Number (TIN): **59-3305657**  
Block 40: Veteran Owned Small Business (VOSB): **N/A**

- 4a. CAGE Code: **1XMU0**
- 4b. Contractor has registered with the Central Contractor Registration Database.

**5. FOB DESTINATION**

**6. DELIVERY SCHEDULE**

- a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51	* Days
132-52	* Days

***\*To be negotiated at the Task Orde level***

---

- b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**7. DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: **0% -30** days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: **None**
- c. Dollar Volume: **1% on orders over \$250,000**
- d. Government Educational Institutions: **None**
- e. Other: **None**

**8. TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

**10. Small Requirements:** The minimum dollar value of orders to be issued is \$100.

**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-51 - Information Technology Professional Services

Special Item Number 132-52 - Electronic Commerce (EC) Services

**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

**REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):**

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be



obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

#### **14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

- (a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

**16. GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

**17. PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

**18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## **19. OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not Applicable

---

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

## **21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

## **23. SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

[www.e-Builder.net](http://www.e-Builder.net)

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

## **24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

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

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

**5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the

Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data - General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

## **9. INDEPENDENT CONTRACTOR**

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

## **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

#### **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

#### **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

#### **16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING**

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

**EXAMPLE:** Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science



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

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract .
- b. The ordering activity must establish a maximum performance incentive price for the services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

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

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- c. Any Contractor travel required in the performance of EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

**5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days

after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- i) Cancel the stop-work order; or
  - ii) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
  - c. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - d. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
  - e. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

## **6. INSPECTION OF SERVICES**

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (MAY 2001) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite EC Services.

## **9. INDEPENDENT CONTRACTOR**

All EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture

involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
  - i) The offeror;
  - ii) Subcontractors; and/or
  - iii) Divisions, subsidiaries, or affiliates of the offeror under a common control.

## **13. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

## **14. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

**15. DESCRIPTION OF ELECTRONIC COMMERCE (EC) SERVICES AND PRICING**

- a. The Contractor shall provide a description of each type of EC Service offered under Special Item Numbers 132-52 E-Commerce. Services and rates should be presented in the same manner as the Contractor sells to its commercial customers and other ordering activity customers. Please submit a description of all corresponding commercial EC services to be provided.
- b. Pricing for all EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, unit prices and/or fixed prices.

**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

**PREAMBLE**

e-Builder, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

**Company Point of Contact: Thaddeus Chuchla**

**Phone Number: 954-556-6714**

**E-mail Address: [tchuchla@e-builder.net](mailto:tchuchla@e-builder.net)**

**Fax Number: 954-792-5949**

BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

\_\_\_\_\_

Ordering Activity

Date

\_\_\_\_\_

Contractor

Date

**(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

(4) This BPA does not obligate any funds.

(5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

\*\*\*\*\*

**BASIC GUIDELINES FOR USING  
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
- Customers make a best value selection.



e-Builder, Inc.  
 Awarded GSA Pricelist- SIN 132-51

SIN	Labor Category	Functional Responsibility	Years of Experience	Educational Requirements	Awarded Net GSA Price	UOI
132-51	Project Manager	As primary point of contact for the customer, the Project Manager is proficient in the latest hardware, software, and network technologies. Directs completion of complex information technology tasks within estimated timeframe and budget constraints, while oversees all project work. Schedules and assigns duties to subordinates and subcontractors and ensures assignments are completed as directed. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with scope requirements.	At least six years of technical experience with computer and network system architecture within a variety of Information Technology environments. Position requires excellent oral and written communications skills, with the ability to multi-task.	Bachelors degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of Bachelors degree, six years relevant experience and/or technical certificates may be substituted.	\$167.51	Hourly
132-51	Senior Project Manager	Demonstrated ability to provide guidance and direction for specific sub-tasks of a project. The Senior Project Manager is proficient in the latest hardware, software, and network technologies and acts as the overall lead, manager and administrator for the effort. Serves as the primary interface and point of contact with program authorities and representatives on technical and program/project issues. Leads team on large complex projects of significance. Ceates innovation solutions for complex projects scheduling, technology, methodology, tools, and solution components. Provides systems analysis and programming activities for a customer site, facility or multiple locations. Prepares plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources. Supervises program/project operations by developing procedures, planning and directing execution of the technical programming, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources. Manages and controls financial and administrative aspects of the program/project with respect to contract requirements. Responsible for all aspects of project.	Eight years of management and supervisory experience with computer and network system architecture within a variety of Information Technology environments. Position requires excellent oral and written communication skills, with the ability to multi-task.	A Bachelors Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelors degree, six years of relevant work experience can be substituted.	\$263.22	Hourly
132-51	Consultant	Serves as interface and point of contact with program authorities and representatives on technical and project issues. Plays a major part in program/project operations by developing procedures, planning and directing execution of the technical programming, maintenance and administrative support effort and monitoring and reporting progress. Reports on acquisition and employment of program/project resources to Project Managers.	Four years of experience in IT related business and consulting. Position requires excellent oral and written communication skills, with the ability to multi-task.	A Bachelors Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelors degree, six years of relevant work experience can be substituted.	\$215.37	Hourly

**e-Builder, Inc.**

**Awarded GSA Pricelist- SIN 132-52**

<b>SIN</b>	<b>Manufacturer</b>	<b>Part Number</b>	<b>Product Description</b>	<b>UOI</b>	<b>Awarded Net GSA Price</b>	<b>Warranty</b>	<b>COO</b>
132-52	E-Builder	EB-ENT	E-Builder Enterprise Platform which includes up to 15 named users. One year subscription license.	Up to 15 users/ per year	\$21,916.62	Service Agreement	US
132-52	E-Builder	EB-ADDL	Additional e-Builder Enterprise user licenses (above the 15 users included with the Enterprise Platform). One year subscription license. Price per user per year.	Per User/ Per Year	\$1,461.11	Service Agreement	US

# E-BUILDER SERVICE AGREEMENT

**e-Builder, Inc.** whose address is 1800 NW 69<sup>th</sup> Avenue, Suite 201, Plantation, FL 33313 ("e-Builder") and Ordering Activity, as defined in GSA Order ADM4800.2G and as revised from time to time ("Customer"), enter into this e-Builder Service Agreement (the "Service Agreement"). In the event of a conflict between any terms and conditions in this Service Agreement and the terms and conditions of the GSA Schedule 70 contract, the terms and conditions of the Schedule 70 contract shall control. The work to be performed for an "Ordering Activity" may be contained in one or more "Task Orders."

1. **TERM.** This Agreement shall continue for the period purchased by the Ordering Activity as set forth in the relevant task order.

2. **SERVICES.**

2.1 Services. e-Builder agrees to provide the services described in the relevant Task Order (the "Services") to Customer subject to the terms and conditions of this Agreement, in consideration for the payments set out therein. Customer acknowledges that e-Builder Enterprise<sup>tm</sup> software may be modified or upgraded from time to time, and that "Services" and "Customer Support" provided to Customer shall only include the use of the most recent version of e-Builder Enterprise<sup>tm</sup>.

2.2 License of Software. Customer's right to use the Services (including, without limitation, the limited license to use e-Builder Enterprise<sup>tm</sup> software), is limited to the restrictions contained herein, including those related to the number of users, projects, annual capital program expenditures and/or period of use. The Customer acknowledges that title to and copyright in the software applications supplied by e-Builder (including e-Builder Enterprise<sup>tm</sup>) are reserved by e-Builder. Customer acquires no right in any software, copyrights, patents or any other intellectual property belonging to or licensed by e-Builder, other than the specific limited rights to the Services. e-Builder is and shall remain the sole owner of all copyrights, trademarks, patents and other proprietary rights in and to all aspects of the Services (including, without limitation, all software, code and designs used in providing the Services).

3.

4. **WARRANTIES**

4.1 Representations. Customer represents, warrants and covenants the following to e-Builder: (i) Customer currently possesses all necessary licenses, permits, insurance and approvals required validly to execute, deliver and perform its duties under this Agreement and is qualified to do business in all jurisdictions where such qualification is required for Customer's performance of its duties under this Agreement, (ii) To the best of its knowledge and ability, Customer will comply with, and will use its best efforts to cause each subcontractor it may engage to comply with all applicable federal and state laws and regulations in performing its and their respective responsibilities under this Agreement and any subcontracts, and (iii) No information provided to e-Builder or disseminated through its software or systems shall infringe on or violate any trademark, copyright, trade secret, right of publicity or privacy (including but not limited to defamation), patent or other proprietary right of any third party.

4.2 Disclaimer of Warranty and Limitations of Liability. **E-BUILDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM E-BUILDER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH E-BUILDER WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, E-BUILDER CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, E-BUILDER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.**

**EXCEPT FOR THE WARRANTIES SPECIFICALLY AND EXPRESSLY MADE HEREIN AND ANY WARRANTIES SPECIFICALLY PROVIDED IN THE GSA SCHEDULE 70 CONTRACT, E-BUILDER MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE DISCLAIMED.**

**FOR ANY ONE OR MORE BREACH OF THIS AGREEMENT OR DEFAULT HEREUNDER, THE ENTIRE LIABILITY OF THE PARTY IN BREACH OR DEFAULT, AND THE EXCLUSIVE REMEDY OF THE OTHER PARTY, SHALL BE PAYMENT OF THE ACTUAL DAMAGES PROXIMATELY CAUSED BY SUCH BREACH OR DEFAULT, WHICH SHALL NOT EXCEED THE AMOUNT OF ONE (1) MONTH'S FEES PAID BY CUSTOMER HEREUNDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSSES, OR EXPENSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. THESE LIMITATIONS ON THE LIABILITY OF EITHER PARTY SHALL APPLY TO ANY AND ALL CAUSES OF ACTION THAT EITHER PARTY MAY HAVE AGAINST THE OTHER, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING A CLAIM, DEMAND OR ACTION, INCLUDING, WITHOUT LIMITATION, WHETHER IT SOUNDS IN CONTRACT OR TORT, BUT SHALL NOT APPLY TO OR LIMIT SUMS DUE HEREUNDER TO E-BUILDER FOR SERVICES. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule 70 contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).**

## E-BUILDER - SERVICE AGREEMENT

- 4.3 **Indemnity.** e-Builder agrees to indemnify and hold harmless the Customer (for services rendered under a Task Order, as applicable), its officers, directors, employees or agents from and against any claims made upon it by any third party, arising out of information or software provided by it or actions of its employees, agents or invitees.
5. **AUDIT RIGHTS.** e-Builder will have the right, during normal business hours and upon at least five (5) days prior written notice, to have an independent audit firm selected by e-Builder audit Customer's records relating to Customer's activities pursuant to this Service Agreement in order to verify that Customer has complied with the terms of this Agreement. Such audits will be conducted no more than once in any period of twelve (12) consecutive months, and e-Builder will adhere to any security measures required by the Ordering Activity.
6. **CONFIDENTIALITY.** Confidential Information refers to all nonpublic information provided by one party to the other, but it does not include this Service Agreement. The Parties agree that, except to the extent necessary to implement the terms and conditions of this Agreement, when authorized in writing by the other Party or when otherwise required by law: (i) each Party will preserve and protect the confidentiality of the other Party's Confidential Information; (ii) neither Party will disclose to any third party the existence, source, content or substance of the other Party's Confidential Information, or make copies of such Confidential Information except as required by this Agreement; (iii) neither Party will deliver the other Party's Confidential Information to any third party, or permit such information to be removed from the premises of the Party receiving such information; and (iv) each Party shall advise any of its employees or agents working on or having access to the other Party's Confidential Information of the confidentiality of such information.
7. **MISCELLANEOUS**
- 7.1 **Governing Law and Venue.** This Agreement shall be governed by and interpreted in all respects in accordance with the laws of the United States.
- 7.2 **Notices.** All notices required or permitted to be sent pursuant to this Agreement shall, unless otherwise specifically provided, be in writing and shall be deemed given when delivered personally or by facsimile, overnight air courier or certified mail (postage prepaid, return receipt requested), to the addresses shown above or such other substitute address designated in writing.
- 7.3 **Force Majeure.** Notwithstanding any other provision of this Agreement, if by reason of Force Majeure, any Party is unable to perform certain of its obligations under this Agreement it shall be automatically relieved of those obligations to the extent, and for the period of time, that such Party is prevented from meeting them by Force Majeure.

E-BUILDER, INC.

By: mja

Title: Director - Sales

Date: 12/1/14

"Customer"

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Acceptance

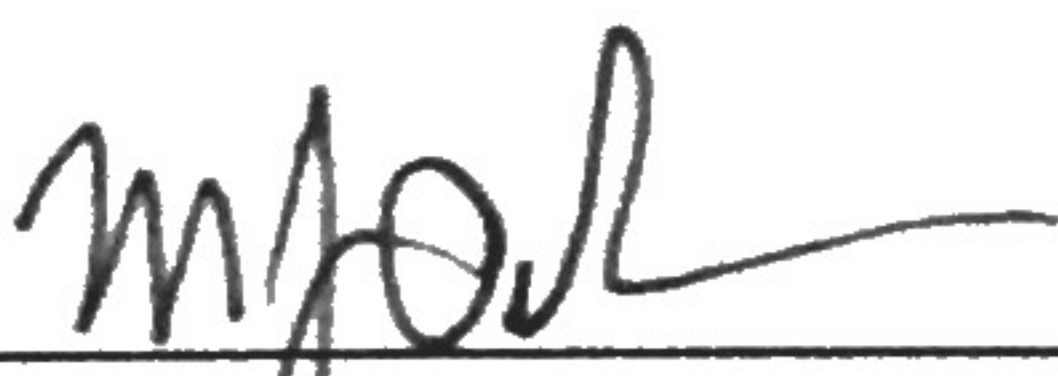
This Service Agreement and all associated schedules, order forms and other attachments constitute the complete understanding between the parties with respect to terms and conditions. These terms and conditions will control any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgement or other written form, except for a Contract Addendum signed by both parties.

E-BUILDER, INCORPORATED

Village of Downers Grove

By: Matthew Osborne  
(Print)

By: \_\_\_\_\_  
(Print)

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Title: Director - Sales

Title: \_\_\_\_\_

Date: 12/1/14

Date: \_\_\_\_\_

# E-BUILDER - SERVICE AGREEMENT

- 4.3 **Indemnity.** e-Builder agrees to indemnify and hold harmless the Customer (for services rendered under a Task Order, as applicable), its officers, directors, employees or agents from and against any claims made upon it by any third party, arising out of information or software provided by it or actions of its employees, agents or invitees.
5. **AUDIT RIGHTS.** e-Builder will have the right, during normal business hours and upon at least five (5) days prior written notice, to have an independent audit firm selected by e-Builder audit Customer's records relating to Customer's activities pursuant to this Service Agreement in order to verify that Customer has complied with the terms of this Agreement. Such audits will be conducted no more than once in any period of twelve (12) consecutive months, and e-Builder will adhere to any security measures required by the Ordering Activity.
6. **CONFIDENTIALITY.** Confidential Information refers to all nonpublic information provided by one party to the other, but it does not include this Service Agreement. The Parties agree that, except to the extent necessary to implement the terms and conditions of this Agreement, when authorized in writing by the other Party or when otherwise required by law: (i) each Party will preserve and protect the confidentiality of the other Party's Confidential Information; (ii) neither Party will disclose to any third party the existence, source, content or substance of the other Party's Confidential Information, or make copies of such Confidential Information except as required by this Agreement; (iii) neither Party will deliver the other Party's Confidential Information to any third party, or permit such information to be removed from the premises of the Party receiving such information; and (iv) each Party shall advise any of its employees or agents working on or having access to the other Party's Confidential Information of the confidentiality of such information.
7. **MISCELLANEOUS**
- 7.1 **Governing Law and Venue.** This Agreement shall be governed by and interpreted in all respects in accordance with the laws of the United States.
- 7.2 **Notices.** All notices required or permitted to be sent pursuant to this Agreement shall, unless otherwise specifically provided, be in writing and shall be deemed given when delivered personally or by facsimile, overnight air courier or certified mail (postage prepaid, return receipt requested), to the addresses shown above or such other substitute address designated in writing.
- 7.3 **Force Majeure.** Notwithstanding any other provision of this Agreement, if by reason of Force Majeure, any Party is unable to perform certain of its obligations under this Agreement it shall be automatically relieved of those obligations to the extent, and for the period of time, that such Party is prevented from meeting them by Force Majeure.

**E-BUILDER, INC.**

By: 

Title: Director - Sales

Date: 12/1/14

**"Customer"**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



e-Builder Incorporated  
1800 NW 69<sup>th</sup> Avenue, Suite 201  
Plantation, Florida 33313  
Phone: 800-580-9322

## Schedule A: Order Form

---

Village of Downers Grove



**e-Builder**<sup>®</sup>  
Construction Program Management Software





## Investment Summary

The following details the investment summary associated with the licensing of e-Builder Enterprise.

Item	Scope Variables	GSA SIN #	Price
------	-----------------	-----------	-------

### Software License

Number of Users	15	#132-52	\$21,916.62
Additional Cost Per User License	\$1,461.11	#132-52	
e-Builder Release Training		#132-51	\$6,995
<b>Total Annual License</b>			<b>\$28,911.62</b>

### Implementation

Initial e-Builder Enterprise Implementation		#132-51	\$68,975
<b>Total Initial Implementation</b>			<b>\$68,975</b>

### Proposal Detail (GSA Services Detail) - Implementation Services, Options & Licensing

GSA Labor Category	Rate	Qty	GSA SIN #	Total
Annual Licensing	\$21,916.62	15 Pack	132-52	\$ 21,916.62
Project Manager	\$165	50 Hours	132-51	\$ 8,250
Consultant	\$215	283 Hours	132-51	\$ 60,725
Annual Release Training	\$215	33 Hours	132-51	\$ 6,995
<b>Total Implementation Services &amp; Licensing</b>				<b>\$97,886.62</b>

### Additional Terms

**Payment Terms:** Payment of the 1st year license cost is due upon signing of this agreement. 50% of the Implementation and Additional Services investment is due upon signing and the remaining 50% is due upon completion of the training. Client has up to 30 days from contract execution to make Payment of 1<sup>st</sup> year license and 50% of Implementation.

**Travel and Expenses:** Travel expenses and course material reproduction (if requested) are not included in the above investment. These expenses are billed as incurred as actuals. Travel expenses are set as a not-to-exceed of: \$6,500. This not-to-exceed limit is based upon 4 man-trips for the implementation.



**Note:** The investment summary is considered valid for 120 days from the publication of the Order Form. Non-approval of the Order Form within this timeframe will result in the redefinition of the investment summary.

## Implementation Scope

Phase	Deliverables	Quantity (If Applicable)	Comments
<b>Initiation (Discovery)</b>			
	Kick Off Meeting		Will occur within 2 weeks of contract execution.
	Initial Project Schedule		Will be defined after project Kick-off meeting.
	Data Gathering Guide		Will be defined after project Kick-off meeting.
	Implementation Goals and Success Metrics		Will be defined during project Kick-off meeting.
<b>Planning (Design)</b>			
	Solution Requirements Document	1	Document will detail requirements and configuration of e-Builder Enterprise.
<b>Execution (Configuration)</b>			
	Cost & Funding Management	1 template	
	Structured Workflow	2 Process types	Payment Application, Notice to Proceed
	Forms Management	1 Form types	State Daily Report. Additional sixty (60) out-of-the-box Form types will be provided.
	Dashboards	1 dashboard	Additional one(1) Adoption Management dashboard will be provided.
	Reports	4	One report for each workflow (e.g., Structured, Forms) plus 1 configured program summary report. Additional one hundred and twenty (120) out-of-the-box Reports will be provided
	Document Management	1 template	
	Calendar	1 template	Including Meeting Minute

	Management		functionality.
	Setup & Security		Included
	Import Toolkit		Included
<b>Control (Training)</b>			
	Administrator	1 session	Each session is 3 days in duration. Up to 5 users per session.
	Train the Trainer	1 session	Each session is 2.5 days in duration. Up to 8 users per session.
<b>Closure (Adoption)</b>			
	Adoption Calls	3 calls	

## Additional Implementation Scope Detail

- i. **Enhancement Release Training (ERT)** - e-Builder will provide onsite training for each quarterly release to Village of Downers Grove. The ERT provides 1-day onsite training on new functionality and 1 additional day to assist with configuration and implementation of new functionality. This training ensures you are maximizing your ROI by taking advantage of the newest functionality and capabilities within e-Builder Enterprise.

## Client Responsibilities & Implementation Assumptions

The following is a list of responsibilities and assumptions necessary for the successful completion of this effort. We have used this information to establish the schedule and fees for the services delineated within this document. In the event that an item below does not occur in the manner or time frame shown, such circumstance may constitute a change and may require e-Builder and the client to meet and mutually agree upon an adjustment to the schedule, work activities and fees.

1. The client will make best efforts to ensure the committed participation of all appropriate technical and user personnel throughout the project, including but not limited to periodic status reviews. Client resources provided during the technical and functional sessions must be empowered to make decisions on project direction.
2. The e-Builder implementation team will work jointly with the client team to resolve all issues including those impacting the scope and timeline. Issues that may impact the progress and the schedule will be documented. If the issue is critical, e-Builder will present the issue to the client in writing as quickly as

- possible. Once the issue is presented in writing the client is expect to respond within two (2) business days. If the issue cannot be resolved within two days, they will notify e-Builder and arrange a meeting with all relevant personnel to resolve this issue. Failure to do so could impact the cost and schedule of the e-Builder implementation project.
3. All necessary content (data, text and graphics) will be provided to e-Builder prior to the creative processes (if applicable).
  4. The client will reimburse reasonable travel expenses for any travel associated with the engagement up to the Not-to-Exceed Amount of \$6,500
  5. Unless specifically identified as deliverables within this document, client must enter any historical data from past projects to enable historical analysis.
  6. Unless specifically identified as deliverables within this document, data migration, system integrations or custom development of any kind is not included within the scope of the e-Builder implementation project. These items can be included through the change management process if identified as required items.
  7. All change requests received and approved will be listed on a contract Addendum or Work Order. Each Addendum or Work Order must be signed and accepted prior to initiating additional work by the e-Builder.

## Acceptance

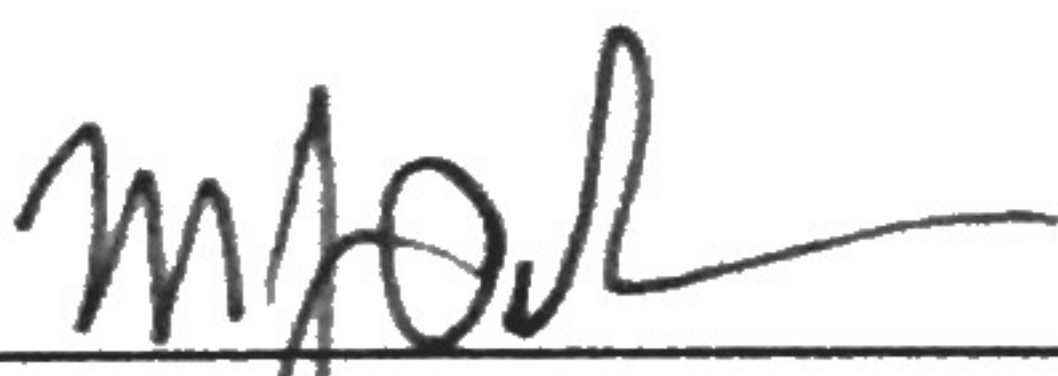
This Service Agreement and all associated schedules, order forms and other attachments constitute the complete understanding between the parties with respect to terms and conditions. These terms and conditions will control any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgement or other written form, except for a Contract Addendum signed by both parties.

E-BUILDER, INCORPORATED

Village of Downers Grove

By: Matthew Osborne  
(Print)

By: \_\_\_\_\_  
(Print)

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Title: Director - Sales

Title: \_\_\_\_\_

Date: 12/1/14

Date: \_\_\_\_\_

## Benefits

- Gain visibility into your forecast and avoid cost overruns or schedule delays
- Gain faster and easier access to more accurate information to eliminate claims
- Shorten project delivery cycles and reduce costs through standard, repeatable processes
- Shorten employee training and ensure that processes are always followed eliminating costly mistakes
- Deliver capital projects faster and at a lower cost - 1 to 2%.

The screenshot displays the 'Cost Summary' report for 'Acme Industries'. The report is organized into columns: A (Original Budget), B (Approved Budget Changes), C (Pending Budget Changes), and D (Projected Budget Changes). The 'Current' column shows the final status. The report lists various line items such as Contingency, Legal / SEA Fees, Printing Costs, Consulting / Professional Services, General Construction - Building, Miscellaneous, Equipment, Furnishings & Installation, Data Communications, Architectural / Design Services, Additional Design Services, Engineering Services, A/E Reimbursement, Geotech Inspection & Testing, Building Permit & Fees, Capitalized Operating Costs, Financing, Non-Project, and Excavation. The total values for each column are: A: 28,780,590.00; B: 577,808.00; C: 1,886,210.00; D: 1,558,008.00; Current: 29.3.

Line Item	Description	A	B	C	D	Current
		Original Budget**	Approved Budget Changes**	Pending Budget Changes**	Projected Budget Changes**	
9025	Contingency	296,000.00	(26,000.00)	(81,000.00)	(336,000.00)	1
9100	Site Prep Utilities and Fees	0.00	0.00	0.00	0.00	
9105	Legal / SEA Fees	0.00	400.00	0.00	0.00	
1020	Printing Costs	0.00	0.00	3,900.00	0.00	
1040	Consulting / Professional Services	0.00	2,000.00	0.00	0.00	
2020	General Construction - Building	131,300.00	1,470,000.00	1,470,000.00	1,300,000.00	18
2030	Miscellaneous	0.00	700,000.00	0.00	0.00	
3005	Equipment	0.00	0.00	305,000.00	0.00	2
3010	Furnishings & Installation	0.00	110,000.00	0.00	0.00	
3020	Data Communications	0.00	305,000.00	200,000.00	0.00	4
4010	Architectural / Design Services	0.00	24,000.00	115,500.00	0.00	1
4040	Additional Design Services	0.00	0.00	0.00	130,000.00	
4050	Engineering Services	0.00	0.00	0.00	50,000.00	
4080	A/E Reimbursement	0.00	0.00	1,250.00	0.00	
9030	Geotech Inspection & Testing	0.00	0.00	0.00	0.00	
9140	Building Permit & Fees	0.00	0.00	1,300.00	0.00	
9000	Capitalized Operating Costs	0.00	0.00	120,000.00	0.00	
9002	Financing	0.00	0.00	0.00	0.00	
9003	Non-Project	0.00	0.00	0.00	0.00	
9004	Excavation	0.00	0.00	0.00	0.00	1
	Other Cost Columns	28,780,590.00	577,808.00	1,886,210.00	1,558,008.00	29.3

## e-Builder Enterprise

### Construction Program Management Software

e-Builder Enterprise is the most innovative construction program management system of its kind and the leading system for executing capital construction projects. Whether you are managing a single project, multiple projects, or multiple programs each with several projects, e-Builder Enterprise provides one integrated system to manage the cost, schedule, and scope of each project as it moves from planning to design, construction and occupancy. The system is modular, and is entirely accessible and configurable via the Internet, making it the fastest system to deploy.

Developed, refined and upgraded over 15 years with input from thousands of users ensures that e-Builder Enterprise's capabilities enable you to execute the most complex capital program with ease.

Over 5,000 companies involved in facility planning, design, construction, and operations leverage e-Builder to improve capital project execution. The results are increased productivity, accountability, and much tighter control over costs and schedule, which ultimately reduces costs and speeds time to market.



**e-Builder**®

For more info visit  
[www.e-builder.net](http://www.e-builder.net)  
 or call 800-580-9322

## COST CONTROLS & MANAGEMENT

Financial control and audit features in a secure environment help you improve how you manage your budgets across one project or your entire capital program. Create and track budgets during planning or construction, and conduct budget reviews, change management and approvals online. Quickly identify past, current, and future costs, commitments, and changes as a project progresses. Forecasting features enable you to accurately predict the cost-to-complete and cash flow needs to avoid unpleasant surprises. The Cost Module will also provide you with cost summaries across one or multiple projects with a couple of mouse clicks, with drill down capabilities for you to access more detailed information.

## CAPITAL PLANNING

Fully Integrated with e-Builder's enterprise level cost, schedule, workflow and document management, built in reporting, and third-party integration systems. User-friendly capital planning dashboard gives you immediate access to summary information you need to analyze and prioritize new projects, and drill down into more detail information. Link to active project data gives you a complete picture on evolving cashflow needs. One database which takes advantage of historical data you can use to develop more accurate estimates of future projects.

## SCHEDULE MANAGEMENT

The Schedule Module integrates the power of CPM scheduling with the collaborative capabilities made possible with the Internet to provide a program-wide milestone tracking system. Efficiently manage schedule and scope changes from a central location that is accessible by the different project resources online. Integration with common desktop scheduling systems (e.g., Primavera, MS Project) lets you import existing project files. Track performance against a baseline, while the system automatically updates the critical path as you approve schedule changes and tasks are completed. Integrated Gantt views and reports give you a graphical perspective of your project's activities (completed, percent complete, behind, etc.), including project milestones that give you an accurate forecast of your project completion date, and an early-warning system to alert you about potential issues.

## DOCUMENT MANAGEMENT

The central repository of all your project files, including documents, drawings, photographs, CAD files, and more. This central repository will help you ensure stakeholders work off of the most current file versions and collaborate using integrated markup tools. Project teams benefit from improved communications, faster data exchange, and improved collaboration by accessing files from one secure location. e-Builder tracks and records all activities (upload, view, download, email). Built-in version control automatically renames documents and files upon transfer, and a copy of previous versions is automatically generated. View over 250 file types in e-Builder using the integrated viewer without needing to have the application that created the file installed on your computer.

## PROCESS AUTOMATION

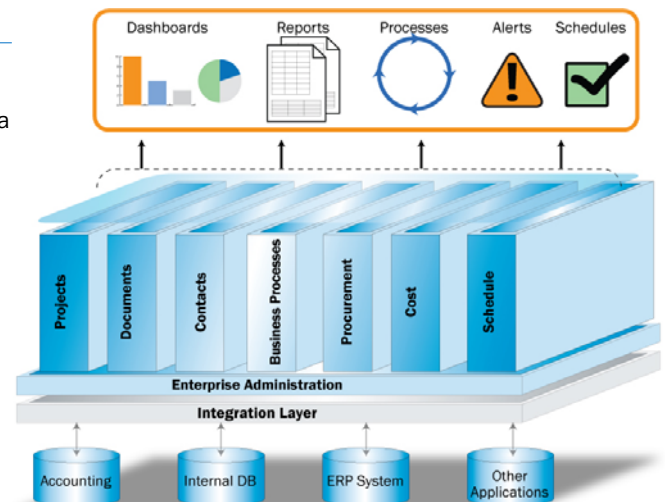
The Processes Module is a sophisticated workflow engine that puts you in control of your processes. Choose between using structured processes that make it easier to enforce your policies and procedures, or use flexible processes that let you test and refine new processes that can later be structured. Your project administrators will appreciate the ease with which they can create and configure processes using the graphic Workflow Designer tool. You can easily map your own procedures or use e-Builder's best practices as a starting point. Electronic forms enable you to capture and route information based on business rules you define. Processes can be standardized across your entire program, or on an individual, project by project basis.

## REPORTS & DASHBOARDS

Sift through, extract, and review information that can help you in your decision-making process and reporting to project stakeholders. e-Builder includes a powerful but easy-to-use reporting engine that gives you control over how you view your data, without requiring third-party applications or programming knowledge. There are a limitless number of reports that can be created and 'pushed' to others in your firm. For instance, email reports to individuals and groups at predefined intervals (daily, weekly, monthly). Fully configurable executive dashboards provide a graphical representation of your project and program data using charts, graphs, and gauges you configure, and provide excellent visibility into the status of your projects and program key performance indicators.

## INTEGRATION

e-Builder's Integration Tools make it possible for other systems to interact with e-Builder without extensive customization, and can handle different data elements using e-Builder's Web Service API and industry-standard XML data exchange formats. This makes the creation of interfaces that enable data transactions to occur across multiple systems (e.g., ERP, accounting, etc.) possible. Our integration model allows for easy integration of the e-Builder platform with other third-party or legacy systems to meet your specific requirements.



[www.e-builder.net](http://www.e-builder.net)

# Enabling Visibility and Productivity to Reduce Costs and Risk

## Profile

- The City of Arlington, Texas is home to the Dallas Cowboys and Texas Rangers.
- With a population of 370,000, the city covers nearly 100 square miles.
- The City has an annual construction budget of \$50 million and has roughly 200 active projects each year.

## Challenges

- The City's information management needs had outgrown their current mainframe system, and the Capital Improvements Program (CIP) team had little support to modify the system.
- All three major construction departments (Public Works & Transportation, Water Utilities and Parks & Recreation) managed projects and capital expenditures differently, which resulted in inconsistent and inefficient processes.
- The different funding sources were tracked separately on the City's Financial Software, and Project Managers had limited visibility on project budgets due to the software's steep learning curve.
- The mainframe system was not integrated with the City's Lawson financial system, forcing the CIP team to duplicate data entry, waste valuable time and increase the risk of errors.

## Solution Highlights

- e-Builder was selected because it provided a cost effective solution to meet the project information management's needs, and could interface with the City's financials and GIS system.
- e-Builder was implemented across all three departments to manage a broad range of information across their entire portfolio of projects.
- The City is utilizing e-Builder to manage capital project budgets and budget changes, document management, reporting, and construction administration of both horizontal and vertical projects.
- e-Builder enables Project Managers to access "real time" budget information, along with the budget numbers required for reports submitted to City Council.

## Results

- Project Managers, the Budget Office and City Council members get accurate and transparent snapshots of project performance data.
- e-Builder has streamlined and consolidated work processes onto one platform, allowing for a standardized, consistent approach for all departments.
- Project Managers have experienced efficiency gains and can now focus on their day-to-day tasks as opposed to managing paper.
- The streamlined processes and time-savings enabled by e-Builder allow the City to provide better customer service to its stakeholders.



## Background

The City of Arlington, Texas is a bustling city with a population of 370,000 and home to the Dallas Cowboys, Texas Rangers and a GM assembly plant. Located approximately 12 miles east from downtown Fort Worth and 20 miles west of downtown Dallas, the city is the seventh largest city in the state of Texas, covering an estimated 100 square miles. With continued and rapid growth, the city has a \$50 million annual budget for construction projects. The City of Arlington was looking to streamline the management of ongoing and new construction, and capital programs across both vertical and horizontal projects.

The City contains three major construction departments: Public Works & Transportation, Water Utilities and Parks & Recreation, when combined are averaging 200 active projects. To maintain the City's growth at a steadfast rate, the City of Arlington decided to seek out a Construction Program Management system to standardize processes and improve productivity.

## Challenge

The City of Arlington, TX previously used two systems to manage capital program projects, which each had hundreds of projects stored on them. A lot of the project information was embedded into the software and the City had very little internal help to make any changes. The mainframe system was built in the late 80's and was outdated in both ease-of-use and programming language; leaving no way to export old mainframe project information and data. Each construction department of the city, Public Works & Transportation, Water Utilities and Parks & Recreation used its own method for managing projects which made it difficult to leverage standardized processes that could be measured and refined. In addition, the system was costing the City considerable money in software license fees, maintenance and monies allocated specifically for equipment failure.

One of the biggest pains the City experienced, though, was the missing integration between the project data and their Lawson Financial System. This resulted in duplication of data entry, which was not only time consuming but also allowed room for errors. Information had to be manually input into the mainframe system and then re-entered into Lawson. It was a labor intensive and inefficient process that put strains on the City's resources and time.



**e-Builder**®

## Financial and Schedule Transparency

The streamlined and consolidated information process also benefits Project Managers by giving them access to the financial and schedule status of any project they are working on. "Now the project managers have a full summary of all of the activity for a project. They have everything right in front of them." explains Brad Franklin, Utilities Engineering Manager for Water Utilities. e-Builder has allowed the City to eliminate a paper approval process with an electronic approval process using the e-Builder Structured Workflow. "We are now able to provide better customer service to the city due to the amount of time we are saving using e-Builder and less time pushing paper" says Franklin.

Furthermore, the City relies on multiple funding sources to drive projects and these were being tracked separately in the City's Financial System. Project Managers had limited visibility on project budgets because of difficulty in understanding the City's financial system. The ability to see all funding sources at the same time wasn't available, making reporting on project funding a laborious task.

With all three departments working with different project management processes, the task of exporting old and current projects into one system was a high priority for the City. Everything from planning and construction data, payments, construction pay estimates and cost estimates were stored in the current system. The lack of standard processes led to unnecessary expenditures of time and money.

### Solution

The City conducted a thorough RFP process in which they reviewed the top software solutions available. e-Builder was selected for its ability to provide the highest return on investment to meet the City's requirements, and for the outstanding customer references. Over 600 projects were moved from the old mainframe systems and into e-Builder, creating an easily accessible archive. "e-Builder's design and implementation team worked closely with the City of Arlington's core implementation team to assist us in standardizing and streamlining our processes to be automated with e-Builder," explains Jill House, Assistant Director of Public Works & Transportation.

## Efficiency Through GIS and Financial System Integration

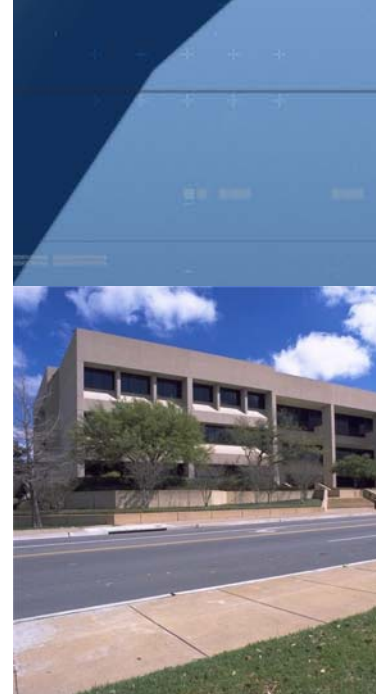
e-Builder has addressed all of the City's business requirements including integration with the Lawson Financial System. e-Builder was the only software solution that the City interviewed who had previous experience working with and integrating with the Lawson system. In addition, e-Builder integrated the City's GIS mapping system, a real-time mapping system in which project information can be accessed by simply clicking on a map. The maps can be integrated and displayed in custom reports, which are used both internally and distributed to City Council members. This integration enables stakeholders to quickly locate specific project information and generate reports in an easy and fast manner.

## Transparency and Access to Data

As a public agency, transparency and clarity with taxpayers and Council members is critical to the City of Arlington. As a result of the Lawson and GIS integration, City employees can easily access data and respond to Requests for Information (RFIs) now that the information is located in one system. Having all previous and current projects in e-Builder allows for easy research with just a few clicks of the mouse. Council members are even able to log into e-Builder themselves and see a snapshot of active projects.

## Efficient Funding Source Management and Process Automation

The City runs joint funding between Water Utilities and Public Works & Transportation and "between the two departments, we require a lot of approvals. Even a simple monthly payment to a contractor has to go through multiple people," says House. In the past, approvals would get "passed from desk to desk to desk, and now with electronic review of payment, it really expedited things and made us more efficient in our processes." Additionally, having records of all payments, signatures and supporting documents stored in one place reduces the risks of error or miscommunication, especially during audits or to defend against claims. In turn, the City is building the taxpayer's trust in the organization.



For more information,  
please contact us at:

800-580-9322  
info@e-builder.net  
www.e-builder.net



## Success Driving Adoption

Nearly a year after implementation, the City of Arlington is utilizing 130 internal licenses, with room to grow to 225 users. “We are just beginning to scratch the surface of potential users for e-Builder and we’ll continue to grow,” advised Jimmie Marks, IT Project Manager for the City of Arlington. As the sole project management system, e-Builder is helping the City automate the process of tracking and maintaining a variety of contract types, tracking and forecasting costs, managing contract changes, managing project schedules and maintaining all project documentation. A second round of new functions and features will be launching this year with additional customer reports and the Planning module.



## Results

### Ease of Use and Configuration

“e-Builder streamlined our process tremendously; everything is in one place,” says De’Onna Garner, Parks Planning Manager for Parks & Recreation. “The City of Arlington is extremely pleased with the functionality and ease-of-use. We were very impressed with how quickly the site administrator was able to learn the program and make minor changes to the workflows and other aspects of the system,” added House.

### Transparency Through Built-In Reporting

For a public agency whose transparency is crucial for success, the integrated reports module is providing stakeholders with up-to-date and accurate project status information, as well visibility into invoice payments, retainage, and capital expenditures. Funding source management is also an easier process now with the ability to see, in real-time, all funding sources in one place. “Using e-Builder, we can easily see all funding sources through a cost summary report and see the ‘big picture’,” says House.

Reporting capabilities also provide immediate insight into available funds for new projects, how these funds are being spent on ongoing projects and the status of different projects across multiple City Council districts. “Since the implementation of e-Builder, project managers now are able to access ‘real time’ budget information along with the budget activities numbers required for submission of staff reports to City Council,” says Terri Lynch, Planning Accounting Aide for Parks & Recreation. The easy access to such information allows for better planning and time management. “The reporting tools have allowed us to save time and resources, which ultimately translates to dollars saved,” explained Garner, Parks Planning Manager for Parks & Recreation.

For instance, prior to e-Builder, the inspection group would keep daily, handwritten diaries and calendars of project site visits. Now, inspectors can use laptops on the job site to enter their inspection reports right into e-Builder. The inspection information is tied directly to projects for easy organization and reporting. These notes can also be routed directly to supervisors and managers via e-Builder. When the diary information is needed, instead of sorting through paper and photocopying specific entries, the staff is able to run a report and get the information needed instantly, thus reducing time and resources spent for both the inspectors and the office staff. “These reports were very time consuming to put together, and since e-Builder now saves us time during this process, there is definitely a cost savings involved,” says House.

The streamlined and consolidated information process also benefits Project Managers by giving them access to the financial and schedule status of any project they are working on. “Now the project managers have a full summary of all of the activity for a project. They have everything right in front of them.” explains Brad Franklin, Utilities Engineering Manager for Water Utilities. e-Builder has allowed the City to eliminate a paper approval process with an electronic approval process using the e-Builder Structured Workflow. “We are now able to provide better customer service to the city due to the amount of time we are saving using e-Builder and less time pushing paper” says Franklin.

As with any public works owners, time and efficiency are vital to the City of Arlington’s project success and e-Builder has provided both. New functionalities are slowly being adopted by the City to further streamline construction program management activities. “With all of the functionality that e-Builder has to offer, I feel like we’re still just scratching the surface with potential tools and functionalities to add,” says House. “There is so much we haven’t touched yet and we look forward to adding more.”

