

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: eBUILDER
1800 NW 69th AVENUE
PLANTATION, FLORIDA 33313

DATE ISSUED: 01/30/2015

CURRENT CONTRACT NO: 655-15

CONTRACT TITLE: DES - CAPITAL
CONSTRUCTION PROGRAM

PRIOR CONTRACT NO: _____

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective immediately and expires THIRTY SIX MONTHS FROM THE DATE OF EXECUTION OF CONTRACT OR NO LATER THAN DECEMBER 31, 2017.

The contract documents consist of the terms and conditions of Agreement No. 655-15, including any exhibits, attachments, or amendments thereto. For a Copy of Attachment A, UVA Contract, please contact Arlington County Purchasing at 703-228-3481.

ATTACHMENTS: AGREEMENT NO. 655-15

CONTRACT PRICING: REFER TO AGREEMENT 655-15

ALL PO'S COVERING WORK UNDER THIS CONTRACT MUST BE APPROVED IN ADVANCE BY A PURCHASING REPRESENTATIVE.


EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: MARK FRITZINGER TELEPHONE NO.: 954-556-6722
VENDOR PAYMENT TERMS: NET 30 DAYS EMAIL ADDRESS: MFRITZINGER@E-BUILDER.NET

COUNTY CONTACT: KEVIN DOLAN TELEPHONE NO.: 703-228-0799
EMAIL ADDRESS: KDOLAN@ARLINGTONVA.US

CONTRACT AUTHORIZATION


Robert W. Jenkins, Jr., CPPB
County Assistant Purchasing Agent

1/30/15
Date

RIDER AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by Arlington County, between e-Builder ("Contractor"), a Corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A (Arlington Scope of Work) and Attachment A (UVA Agreement) together with any additional exhibits, attachments and amendments issued or applicable thereto. Collectively, these Contract Documents shall be termed the "Contract." This Agreement rides a contract awarded to the Contractor by The University of Virginia "UVA" and is hereby extended to the County on the same terms and conditions as the Contractor's agreement with UVA, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase UVA or University wherever that phrase [those phrases] appear(s) in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and/or services described in the Contract Documents shall commence IMMEDIATELY UPON EXECUTION BY COUNTY and shall be completed no later than thirty-six (36) MONTHS ("Initial Contract Term") or 12/31/2017, whichever comes first, subject to any modifications as provided for in the Contract Documents.

3. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods set forth in the Contract Documents at the discount from list provided in Exhibit A and referenced from Attachment A.

4. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents. The primary purpose of the Work is to provide capital construction program management software services in the form of SaaS.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including reasonable court costs and attorneys' fees awarded by a court of competent jurisdiction), charges, liability or demands resulting from, arising out of Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract for acts performed by Contractor, its employees and subcontractors prior to termination. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all reasonable expenses including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon award by a court of competent jurisdiction on notice to Contractor, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) Contractor simply followed the directions or instructions provided by County; (b) County changed, modified or altered the services rendered or tasks performed by Contractor such that, absent County's actions, no such claims would have been brought against Contractor and/or County; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of Contractor when used with County's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against Contractor.

In order for County to obtain the indemnification from Contractor specified herein, County must: (a) promptly notify County in writing of the claims for which indemnification is sought; (b) provide Contractor with copies of all pleadings, writings and documents pertaining to such claim; (c) permit Contractor to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to Contractor in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, Contractor will not enter into any settlement without County's prior written consent, unless all third party claims against County are released without any further liability on County's part.

14. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

c-Builder
Jeanne Prayther CFO
1800 NW 69th Avenue
Plantation FL 33313

TO THE COUNTY:

Kevin Dolan, Project Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 610
Arlington, Virginia 22201

AND

Richard D. Warren, Jr., Purchasing Agent

Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

19. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

20. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be Technical Professional Liability (E&O) in the amount of \$2 million dollars.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE:



NAME: ROBERT W. JENKINS
ASST. PURCHASING AGENT

DATE:

1/30/15

e-Builder Inc.

AUTHORIZED
SIGNATURE:



TITLE:

CFO

DATE:

1/28/15



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

Solution Overview – Schedule A For Arlington County

January 30, 2015
Version 2.0



Table of Contents

Implementation Scope 3

e-Builder Software Licensing Scope 17

Investment Summary 18

Client Responsibilities..... 19

Assumptions 20

Acceptance..... Error! Bookmark not defined.

Implementation Scope

Implementation Details – The implementation of e-Builder Enterprise™ will consist of these detailed components which will be performed with multiple onsite visits with Arlington County and remotely from e-Builder corporate offices.

The implementation will include use of the following modules by Arlington County:

- Document Management
- Form Management
- Process Management
- Cost Management
- Schedule Management
- Capital Planning
- Contact Management
- Calendar Management
- Bid Management
- Reporting and Dashboard Engines
- Data Import Toolkit
- Escrow
- Single Sign-On
- Batched Integration

Implementation Phases

- Initiation (Kick-off) - This begins the implementation process. This consists of a conference call between Arlington County and e-Builder Implementation and Sales teams. After the call, the Professional Services team will forward via email the e-Builder Implementation Guide that details the implementation process and steps that will be managed during the implementation. The purpose of the Kick-off call is to:
 - i. Formally transition Arlington County from the Sales team to the Implementation team. This includes a recap of the purpose for the selection of e-Builder for Arlington County.

- ii. Introduce the Professional Services Implementation team that will be performing your implementation.
- iii. Define the success criteria of Arlington County to achieve a successful implementation and the metrics in which these will be measured.
- iv. Discuss potential risks/issues based upon Arlington County and e-Builder experience.
- v. Identify Arlington County project team and their responsibilities.
- vi. Review the Implementation Guide that outlines the guidelines and assists in the proper data gathering and delivery prior to the Professional Services team arriving at the Arlington County site.
- vii. Set dates for the implementation schedule. This Schedule will be maintained by the e-Builder Project Manager in coordination with the Arlington County Project Manager.

Deliverables:

- (1) *Data Gathering Guide*
- (2) *Implementation Goals and Specific Metrics*
- (3) *Initial Implementation Schedule*

- **Initiation (Discovery)** - The e-Builder team will perform this phase on the implementation remotely. This phase is comprised of several scheduled two (2) hour online sessions with Arlington County users who have been identified during the Kick-off. These sessions are to introduce e-Builder, discover specific user level process steps, and validate the data gathering information prior to arriving onsite. These sessions assist the implementation team in defining the business and functional requirements. This will help determine how your current processes will fit within e-Builder.

Deliverables:

- (1) *Seven (7) scheduled Online Sessions*
- (2) *Finalized Project Schedule*

- **Planning (Design)** – The e-Builder team typically performs this phase of the implementation onsite with Arlington County. The implementation team will facilitate a series of sessions over a one to two week period of time. The goal of this phase is the final validation the information gathered in the Discovery phase and confirming the final configuration of e-Builder for Arlington County. Part of this process is to review and confirm each process to be

delivered as part of the implementation. These sessions require the involvement of the necessary Arlington County team members for each session. A detailed agenda of each session will be provided prior to the onsite visit. At the completion of this phase the implementation team will provide a Solutions Requirement document that details the e-Builder configuration for Arlington County.

Deliverables: (1) *Design Session Agendas*
 (2) *Solutions Requirements Document*

- **Execution (Configuration)** – The e-Builder team will perform this phase of the implementation remotely and requires minimal involvement by Arlington County. This phase includes the configuration of the Arlington County account per the approved Solutions Requirements document.

The Arlington County defined Administrators will have the ability to modify the configuration and create new items (e.g., Forms, templates, reports, etc.) in the future without e-Builder assistance upon the completion of Administration Training defined in Training phase of the implementation.

The identified e-Builder configuration for Arlington County is currently defined as detailed below:

- i. **General Settings / Filters** - These settings are non-process specific settings that provide Arlington County with the necessary system procedure and control mechanisms as defined in the Solutions Requirements document. Some key examples as to what is included in this area of configuration are:
 1. Logo and color scheme configuration to match.
 2. Password Policies – The policy by which you want all users to follow for maintaining their password and password strength.
 3. Role-based Views – Throughout e-Builder are views which provide users with the ability to see information by defined criteria instead of viewing all information and having to manually sort or filter. Examples of these views are: *Projects in Closeout, My Meetings in next 2 weeks, Items in My Court.*
 4. Project Attributes – These are defined fields which are configured within e-Builder to assist with the Client reporting

and project/program management. Examples of these attributes are: *Square Footage, Project Number, Building, and Project Type.*

- ii. **Roles and Permission Settings** – e-Builder security and processes are role-based. As a result, a user is placed into a role(s) and then inherits the permission access granted to that role(s). The e-Builder team will configure all the identified Arlington County roles and their defined permission rights.
- iii. **e-Builder Users** – Each user who is provided full access to e-Builder by Arlington County must be configured. The e-Builder team will configure the identified users and assign them to their roles (which provide their permission access rights). The e-Builder users may be added, removed or transferred by Arlington County after the implementation by their designated system administrator(s).
- iv. **Contact Management** – Project participants can be stored and accessed in the e-Builder Contact Directory. This contact directory will be created from one (or multiple) files imported into e-Builder from the Arlington County system(s). e-Builder will provide a formatted MS Excel spreadsheet that the client can place all of their contacts into for import into e-Builder.

Typically, the contact directory is utilized by the Cost and Bid Management modules as a project participant's directory. The contact directory enables project participants to collaborate amongst each other. Examples of this collaboration include: *Send files stored within the Document Management module via email, invite a Bidder to view project bid information and respond electronically, and send a report via email.*

- v. **Document Management** – This is the creation of a document folder structure(s) with associated role based permissions defining the access rights as to who can view, upload, download and add sub-folders. This structure is maintained as a template, which allows it to be easily applied upon the creation of a project to allow project information to be stored in a structured in an ordered manner as defined by Arlington County.

1. Folder Structure templates to be configured = Two (2)

- vi. **Form Management** – The Forms workflow engine allows Arlington County to standardize the field formats required on forms typically maintained in a MS Word or MS Excel file that are routed via email for communication (e.g., Project Issue, Invoice Approval, Change Order). This form can then be routed within e-Builder utilizing a “ball-in-court” methodology where the initiator of the form determines who needs to take action, where it is then placed in that persons “court”. This form is then tracked with an audit trail as it progresses from person to person through completion.

This information can then be reported on at the field level providing transparency and real-time reporting.

1. Form Types to be configured = Eight (8)
2. Form Types to be provided = Sixty (60) Out-of-the-Box Form Types

Potential Form Types that could utilize this workflow engine are:

1. Architect’s Supplemental Instructions (ASI)
2. Request For Information (RFI)
3. Contractor Performance Evaluation
4. Project Issue
5. Submittals (This will utilize the Submittal Management module)

These Form Types may be interchanged for other Form Types during the implementation. This will be managed with the Arlington County and e-Builder Project Managers during the Initiation and Planning phases. The out-of-the-box Form Types may be modified by Arlington County after the implementation by their designated system administrator(s).

- vii. **Process Management** - The Process workflow engine allows Arlington County to not only standardize the field formats required on forms typically maintained in a MS Word or MS Excel file that are routed via

email for communication (e.g., Project Issue, Invoice Approval, Change Order), but, also automate them to follow a Arlington County defined workflow. The form is structured to follow this process based upon Arlington County defined variables (e.g., approval limit levels, cost or schedule impacts). Additionally, these form types can interact the Cost Management module minimizes duplication of data entry and updating the project cost summary in real-time. This ensures that the process follows this workflow every time which provides an additional level of control and management. As with Form Management, this form is then tracked with an audit trail as it progresses from person to person through completion.

This information can then be reported on at the field level providing transparency and real-time reporting.

1. Process Types to be configured = Ten (10)

Potential Process Types that could utilize this workflow engine are:

1. Project Request
2. Contract Approval
3. Potential Change Order
4. Change Order
5. Payment Application
6. Risk
7. Budget Change

These Process Types may be interchanged for other Process Types during the implementation. This will be managed with the Arlington County and e-Builder Project Managers during the Initiation and Planning phases.

- viii. **Cost Management** - This is the configuration of the Cost Management module which includes setup of items such as the cost control settings, account codes (budget line items), forecasting and cashflow. The budget structure is maintained as a template(s), which allows it to be easily applied upon the creation of a project to allow the Project Manager to immediately start entering project cost information. The

template is structured in an ordered manner as defined by Arlington County.

- i. Cost Structure templates to be configured = Two (2)

- ix. **Schedule Management** - This is the configuration of the Schedule Management module which includes setup of items such as the work days/hours and milestones. The schedule structure is maintained as a template(s), which allows it to be easily applied upon the creation of a project to allow the Project Manager to immediately start entering project schedule information. The template is structured in an ordered manner as defined by Arlington County.
 - 1. Schedule Structure templates to be configured = Two (2)

- x. **Capital Planning** - This is the configuration of the Planning module which includes setup of items such as plans, scenarios and escalation percentages. This provides the ability to manage capital plan(s) that link into project scenarios and active projects. In addition to the core configuration, the template(s) are structured in an ordered manner as defined by Arlington County.
 - 1. Planning Scenario templates to be configured = Two (2)

- xi. **Calendar Management** - configuration of the Calendar module which includes setup of items such as rooms and meeting minutes. This module allows you to easily create meetings and track attendance, meeting action items and distributes formal meeting minutes.
 - 1. Meeting Minute templates to be configured = One (1)
 - 2. Meeting Minutes Action Item form type = One (1)

- xii. **Bid Management** – The configuration of the Bid module to align to your bidding structure and codes. This will provide the ability to invite bidders to a project, distribute plans and specifications, manage all communications and keep track of bid status across all your projects. It integrates with our Contacts module so you can maintain an unlimited number of bidders who can view and download information as well as communicate through the bidding process.

xiii. **Report and Dashboard Engines** – The reporting and dashboard engines are utilized to present information graphically and segmented/grouped based upon requirements defined with Arlington County in the Discovery and Design phases of the implementation. Unless indicated below, reports and dashboards will utilize the e-Builder Reporting and Dashboard engines.

e-Builder provides as a supplement to Arlington County defined reports/dashboards our best-practice reports and dashboard. The reports are a set of approximately one hundred twenty (120) reports that have been developed based upon the industry and our experience with our existing clients. These reports can be utilized immediately and require no initial configuration by Arlington County. Examples of these reports are:

1. Cost Items Requiring My Approval
2. Anticipated Cost Report
3. Contingency Burn Rate
4. Cash Flow (Program Summary, Grouped by Month)
5. % of Total Budget Committed
6. Change Order (Project Sum Grouped by Reason Code)
7. Document Log
8. Critical Tasks (Program Summary, Grouped by PM)

The dashboard e-Builder provides is an Adoption dashboard. This dashboard provides visibility to Arlington County to ensure the system is being utilized by their team.

1. Number of reports to be configured = Twenty (20)
2. Number of dashboards to be configured (*Up to 6 graphs per dashboard*) = Three (3)

xiv. **Data Import Toolkit** – e-Builder will provide the Import Toolset, Toolset guides and training on the tool for Arlington County. These tools and training will provide Arlington County the ability to import key project information from existing systems (e.g., Oracle, MS Access, etc.). The import tools being included as part of this deliverable are:

1. **Project Import** – Ability to import core project information (e.g., Project Name, Project Number, project attributes).
2. **Form Import** – Ability to import form fields and information (e.g., Request For Information, Project Issues, etc.)
3. **Cost Import** – Ability to import cost detail for project(s) (e.g., budget, budget changes, commitments (contracts), change orders, invoices and journal entries).

The provided tools will require Arlington County to extract the data from their existing system and format the data to the Import Toolset criteria. The Schedule A encompasses the Import Toolset, the associated training and guidance on the mapping of the information from other applications to e-Builder. Arlington County will perform the data import activities from any other application(s). Arlington County may decide during the implementation to request e-Builder to perform any identified data transfer or data migration. If requested, the scope of work and associated investment will be determined and presented to Arlington County.

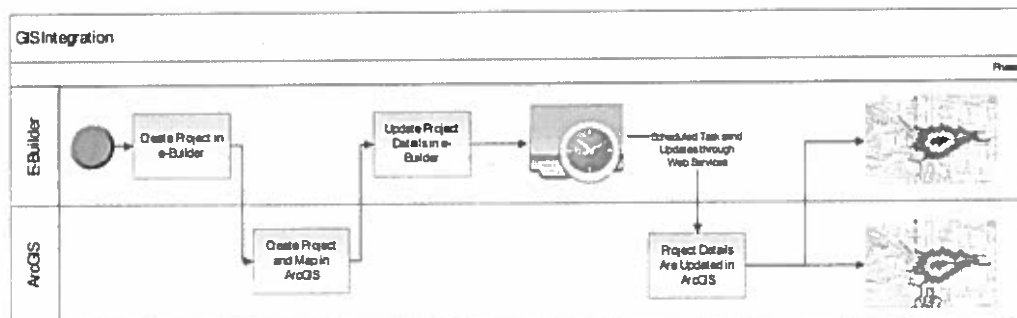
1. Import Toolset
 2. Import Toolset Guides
 3. Import Toolset Training (Up to 3 users)
- xv. **GIS Integration** – e-Builder will interface with the Arlington County GIS System (ESRI) to enable GIS map accessibility (project level) from the Project Details screen in e-Builder Enterprise. The following assumptions will apply to this proposal:

Projects in e-Builder will provide a link to display the GIS Public Interface. The link will be available from the project details screen). This will open the GIS Interface in a new tab or window. e-Builder will pass Project Identification Data to ArcGIS through a query string at the end of the HTTP Address.

Reports created in e-Builder will have an added feature to allow the report creator to add the ArcGIS project link. If there is no ArcGIS Project associated with the project ID passed by e-Builder, ArcGIS will display the standard GIS Public Interface with no detailed Project Information. This will work for reports that are run from within e-Builder and scheduled HTML reports that are “pushed” from the system to a user’s email.

Data will be pulled into the ArcGIS system via an e-Builder report that will display the data fields identified in GIS Scheduled Report Field Mappings.

Data will not be pulled into e-Builder system to update the Project Details. The integration between e-Builder and the ArcGIS system is a One Way Integration.



- Integration will be 1-way from e-Builder to ArcGIS.
- Substantial Complete date is for the entire e-Builder project.
- Project must be created and mapped in ArcGIS in order for interface to update details.
- Updates to project details will be done in e-Builder. If updates are done in ArcGIS, they may be overwritten with interface from e-Builder.
- Data will be transferred from e-Builder to ArcGIS via web services.

- xvi. **Batched Integration** – e-Builder and Arlington County will integrate e-Builder and Oracle (PRISM) (Arlington County’s financial system). This integration will provide the ability for Arlington County to send key cost related data from Oracle (PRISM) to e-Builder. There are key connection points and data that will be integrated between the applications. The detail below is an outline based upon initial discussions. Further technical discussions would be required if Oracle (PRISM) desires to add additional data points to integrate or the technical means and method to integrate the applications.

The e-Builder Implementation team will perform a more detailed requirement gathering that will document the specific fields and exceptions. This information will be documented as a Technical Requirements document and will require approval from Arlington County before development begins.

Integration Method

The integration from Oracle (PRISM) to e-Builder will be a batched file transfer of information. The transfer files will utilize a Secure FTP site. Arlington County is responsible to setting up and maintaining the Secure FTP site. This site will be used as the transfer mechanism in which files will be passed from Oracle (PRISM) to e-Builder. Arlington County will provide the Secure FTP information and credentials to the e-Builder team for access.

For each integration point (e.g., purchase order, commitment, invoice, etc.), the duration will be defined during the implementation (e.g., daily, weekly, twice daily, etc.) that the files will be sent to the Secure FTP site for transfer. The file format of the files will be one of the following files types (e.g., XLS, .CVS or tab-delimited text file). Detailed mapping of the files will occur during the implementation and be documented in the Technical Requirements document. If a

workflow process in e-Builder triggers the integration action from Oracle (PRISM), the process will be configured to reflect the trigger.

Integration Points

Several integration points typically exist between e-Builder and client financial systems. These integration points can also be referred to as *objects*. For example;

- A Purchase Order in Oracle (PRISM) is a specific cost object. In e-Builder, this is referred to as a *Commitment*.

For each of the objects, Arlington County will be required to map the fields to the associated e-Builder fields for the data files being transferred. e-Builder will provide the detailed field mapping for each object being integrated, in addition to any required fields and specific business rules. Arlington County will perform the necessary development to ensure the fields are formatted for the export from Oracle (PRISM).

The typical cost objects included in the framework are:

- a. Purchase Order Request/Commitment
- b. Invoice (to Commitment)
- c. Invoice (to budget line item) - This is also referred to as a **Journal Entry** or **General Invoice**. This is a project cost that affects the budget and is not tied to a Contract/Commitment.
- d. Vendor

Additional objects can be added, but, further discussion would be required to determine if it will require a scope change.

Error Handling

If exceptions occur with any files that are being imported from Oracle (PRISM) to e-Builder, a file will be generated with a list of the

exceptions, which will be stored in an exceptions folder in the documents module in e-Builder (exact location to be determined). E-mail notifications of the exceptions will be sent to key administrators/users that will be identified by Arlington County during the implementation.

The exceptions file will be in the same format as the original files with the last column containing the reason for the exception. Once the errors in the file are fixed, the file will be uploaded back in the same exceptions folder. The scheduled job for the next duration will process the fixed exceptions file first before fetching new data from the SFTP folder. In addition, this job can be executed on-demand.

Deliverables: (1) Configured e-Builder Environment per approved Solutions Requirements

- **Control (Training)** – The e-Builder team typically performs this phase of the implementation onsite with Arlington County. The success of any software or technology implementation hinges on a quality education program that is tailored to a specific process or processes. The project team will be changing the way they work – so it is critical that we are sensitive to the change and work to make the transition as smooth as possible. The implementation team will educate the team in the features and functions of the software but more importantly how the system is used for your processes.

During this phase Administrator and User trainings will be performed. The Administrator training will be for Arlington County identified users who will be accountable for maintaining e-Builder post-implementation. These users will be trained on the detailed aspects of the setup and configuration of e-Builder. They will be able to perform such key tasks as: create new projects, users, reports, and workflows. They will have the ability to modify e-Builder as Arlington County processes change moving forward.

User trainings will be provided to Arlington County users in a series of sessions over multiple-days. This training is process/role based and will provide a full training and understanding of e-Builder Enterprise.

Deliverables: (1) *Four (4) User Training Content & Delivery (Up to 75 users)*
 (2) *Administrator Training Content & Delivery (Up to 5 users)*
 (3) *One (1) Train-the-Trainer Content & Delivery (Up to 5 users)*

xvii. **Closure (Adoption)** – The e-Builder team typically performs this phase of the implementation remotely. Following the rollout of e-Builder, our team will review the system use and initiate calls to users to collect any feedback or lessons learned and to provide any additional training as needed. The feedback and lessons learned will be used to modify the process or configuration as needed so that it is optimized.

The implementation team will be coordinating with the Arlington County Project Manager of any findings and what solutions e-Builder recommends. This phase typically takes thirty (30) to ninety (90) days. This phase is not complete until the Arlington County success criteria defined in the Initiation phase is agreed upon as achieved.

Deliverables: (1) *Client Sign-off*

e-Builder Software Licensing Scope

e-Builder Enterprise™ Software License: The proposal is for a **site license** of e-Builder Enterprise™ and can be used with unlimited projects and unlimited data storage. Users can be Arlington County employees or partners and vendors that work with Client in the development, and construction of its projects. The license includes full use of e-Builder Enterprise™ including all of the modules provided above. Furthermore, the License provides the e-Builder software as a service including:

- All hosting, operation, maintenance and data backup of e-Builder Enterprise™ software as well as your data in our state-of-the-art data centers located throughout the United States.
- Unlimited phone, email and web based support 24x7.
- Proactive account monitoring and management to drive maximum adoption and ensure that you maximize your return on investment.



Investment Summary

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

Item	Scope Variables	Price
Software License		
Enterprise License – Unlimited Users		\$117,795
Total Annual License		\$117,795

Implementation		
Initial e-Builder Implementation		\$216,950
Integration		\$42,625
Data Migration		\$15,000
Total Initial Implementation		\$274,575

Payment Terms:

Software License:

Payment of the first year software license is due upon signing of this agreement and this license period will be valid for eighteen (18) months. The new annual software license period will start eighteen (18) months from the execution date of this agreement and all subsequent software license payments will be due every twelve (12) months.

Implementation:

1. \$68,643.75 (25%) due upon delivery of the initial project schedule document
2. \$68,643.75 (25%) due at the start of 'Planning' phase
3. \$68,643.75 (25%) due at start of 'Execution' phase
4. \$68,643.75 (25%) due at completion of the first round of training

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. Estimated at \$23,000 (not to exceed).

Note: The investment summary is considered valid for 90 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.

Client Responsibilities

The following is a list of responsibilities necessary for the successful completion of this effort. We have used this information to establish the schedule and pricing for the services articulated 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 price.

1. The client will make necessary and knowledgeable team members available as needed during the duration of the project.
2. The client will make best efforts to ensure the timely resolution to all issues that may impact the scope of schedule within two (2) business days.
3. 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.
4. All necessary content (data, text and graphics) will be provided to e-Builder prior to the creative processes (if applicable).

Assumptions

The following is a list of assumptions for the e-Builder implementation project. e-Builder bases the schedule and pricing of services based in part on these assumptions. In the event, an item identified below does not occur in the manner or time frame shown, such circumstance may constitute a change that will require e-Builder and the client to meet and agree upon equitable adjustment of the schedule and price.

1. Resources provided by the client 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 in a timely manner.
3. 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.
4. Unless specifically identified as deliverables within this document, data migration, integration development and custom reports are 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.
5. The client will reimburse reasonable travel expenses for any travel associated with the engagement.
6. The client will key in any historical data from past projects to enable historical analysis.
7. All change requests received from this document if approved will be listed on a contract Addendum or Work Order. This must be signed and accepted prior to initiating additional work by the e-Builder Professional Services Team.