

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
QUESTICA, INC.**

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this 20th day of August, 2014, ("Effective Date") by and between Questica, Inc., a Canadian corporation, with its principal place of business located at 980 Fraser Drive, Suite 105, Burlington, Ontario L7L 5P5, Canada ("Contractor" or "Questica"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City" or "Licensee"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Master Agreement ("Agreement") and in the accompanying Exhibits A1 and A2 "Scope of Services"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in the accompanying Exhibits A1, A2 and A3 "Scope of Services." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference. Contractor acknowledges that the execution of this Agreement by City is predicated upon representations made by Contractor in that certain document entitled "Request for Proposal for Professional Services Budget and Financial Planning System – Questica Inc. – RFP Response" dated July 16, 2014 (3pm), ("Proposal") set forth in Exhibits A1, A2 and A3 which constitutes the basis for this Agreement.

2. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on 6/30/2019.

3. RESERVED.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibits A1, A2, and A3 "Scope of Services" shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

6. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

7. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or

indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

8. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

9. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor in accordance with the milestone payment schedule or the rate per hour for labor and cost per unit for materials for additional services as outlined in Exhibit B, entitled "FEE SCHEDULE." The payments made by City under this Agreement will be the amounts charged, less a twenty percent (20%) retention payment on each milestone for Services provided and billed by Contractor, subject to verification by City, pursuant to the payment schedule set forth in the Fee Schedule. City shall pay to Contractor the last milestone payment and the retention amounts within thirty (30) days of the "Acceptance" date as specified in the "FEE SCHEDULE", Questica Timeline of Milestones and Payment Schedule (Exhibit "B").

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

10. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit B, entitled "FEE SCHEDULE", Questica Timeline of Milestones and Payment Schedule.

11. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of

termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

13. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

14. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

15. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

16. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

17. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

18. OWNERSHIP AND COPYRIGHT.

Questica is the owner of all intellectual property rights in the Work (as defined in the accompanying Exhibit A2, "Questica Budget License and Service Agreement"), related written materials, logos, names and other support materials provided pursuant to the terms of this Agreement. No title to the intellectual property in the Work or in any magnetic media or other physical media provided therewith is transferred to the Licensee by this Agreement.

Questica shall defend Licensee against any claim that the Work infringes a patent, copyright, trade-mark or other intellectual property right of any third party and Questica will pay resulting cost, damages and reasonable legal fees finally awarded, provided that i) Licensee promptly notifies Questica in writing of the claim; and ii) Questica has sole control of the defense and all related settlement negotiations.

If such claim has occurred or in Questica's opinion is likely to occur, Licensee agrees to permit Questica at its option and expense, either to procure for Licensee the right to continue using the Work or to replace or modify the same so that it becomes non-infringing without loss of functionality.

Questica shall have no obligation to defend Licensee or to pay costs, damages or legal fees for any claim based upon use of other than a current unaltered release of the Work, if such infringement would have been avoided by the use of a current unaltered release thereof.

The foregoing states the entire obligations of Questica with respect to infringement or proprietary or intellectual rights of third parties.

19. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

20. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

21. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

22. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

23. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall purchase and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

24. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

25. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

26. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

27. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

28. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Finance Dept.
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 243-8687

And to Contractor addressed as follows:

Name: Questica, Inc.
Address: 980 Fraser Drive, Suite 105
Burlington, Ontario L7L 5P5, Canada
or by facsimile at (866) 520-8514

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

29. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

30. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

31. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

32. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

33. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

(Signatures follow on Page 9)

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

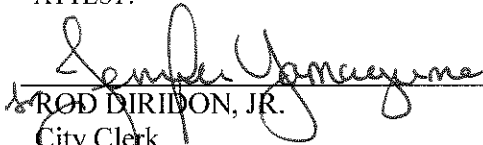


RICHARD E. NOSKY, JR.
City Attorney



JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

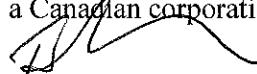
ATTEST:



ROD DIRIDON, JR.
City Clerk

"CITY"

QUESTICA, INC.
a Canadian corporation

By: 

(Signature of Person executing the Agreement on behalf of Contractor)
Name: T.J. Parass
Title: President
Local Address: 980 Fraser Drive, Suite 105
Burlington, Ontario L7L 5P5 Canada
Email Address: tjparass@questica.com
Telephone: (905) 634-0110 x 555
Fax: (866) 520-8514

"CONTRACTOR"

I:\FINANCE\14.1301 - Questica software contract\14.1301 - PROFESSIONAL SERVICE AGREEMENT FORM-
Questica (CAO 8-13-14).doc

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
QUESTICA, INC.**

EXHIBIT A1

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Request for Proposal for Professional Services Budget and Financial Planning System – Questica Inc. RFP Response" dated July 16, 2014 (3pm), which is attached to this Exhibit A1.

City of Santa Clara
“REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES
BUDGET AND FINANCIAL PLANNING SYSTEM”



Questica Inc. - RFP Response

July 16, 2014 (3pm)

André Aberdeen- Account Manager (**Primary RFP Contact**)

Phone: (877) 707-7755 x 503

Fax: (866) 520-8514

Email: aaberdeen@questica.com

Questica Inc.

980 Fraser Drive.

Suite 105

Burlington, Ontario L7L 5P5

Canada

Microsoft®
GOLD CERTIFIED

Partner

ISV/Software Solutions

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Cover Page

Cover Page

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

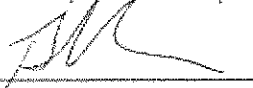
RE: "Request For Proposal For Professional Services Budget And Financial Planning System"

Questica is pleased to present this information package in response to The City of Santa Clara's Request for Proposals (RFP). Our *Questica Budget* product represents a proven COTS (Commercial Off-the-Shelf) solution - not a software development platform. From Day 1, it was designed specifically for the unique needs of the public sector and local governments. At Questica, we own and implement our own product, we are not implementers of a 3rd party product, and as a result we have full control over all the resources from all areas within our organization. We are an agile organization with control over all aspects of software development, implementation, support and ultimate customer satisfaction. At Questica, we provide budgeting software to the public sector - *that's all we do*.


Questica Budget is well known in the Public Sector community for its ability to allow for a logical development of the budget, in an intuitive and secure environment. Questica Budget consists of three primary modules; Operating, Salaries/Position Planning and Capital which are all web based - ideal for collaborative budgeting.

Be assured that Questica has the knowledge and experience to address your budgeting challenges. Over 100 customers including, **City of Boston, NASA, The Smithsonian, and The City of Edmonton**, rely on Questica Budget. In addition, the following **California municipalities** also use Questica Budget: **City of Palo Alto, City of Walnut Creek, City of Riverside, City of Oceanside, City of Stockton, City of Pleasanton, City of San Carlos, and the City of Seaside**. Combined with proven experience working with dozens of financial and HR systems (including **PeopleSoft**), The City can be confident that Questica is the vendor with the expertise, tools and knowledge required to provide a complete budget software solution.

We hope you find this document informative. We appreciate the opportunity to respond, and encourage you to contact us with any questions or comments you may have. André Aberdeen will serve as the primary contact person for this RFP.



TJ Parass
President
905.634.0110 x555
tjparass@questica.com



André Aberdeen
Account Manager
905.634.0110 x503
aaberdeen@questica.com

980 Fraser Drive, Suite 105, Burlington, Ontario L7L 5P5, Canada

Chapter 1 – Proposal Summary

We appreciate the opportunity to provide the City of Santa Clara with our Proposal, and to demonstrate to you that we have the resources, knowledge and expertise to meet your needs and provide tremendous benefit to your organization.

With over a decade of experience, Questica is highly specialized in the development, implementation and support of budget management software and we are pleased to introduce you to Questica Budget for your consideration. Questica Budget represents a proven and comprehensive solution specifically designed to meet the requirements of the Public Sector. We trust you will find that we not only meet, but exceed the requirements stipulated within this RFP.

A great functional fit: In addition to meeting all minimum requirements, the Questica Budget COTS (Commercial off-the-shelf software) solution addresses most budgeting software requirements listed in the Functional and Non-Functional sections of the RFP document- out of the box or via configuration. The tremendous product fit, and the limited customizations that would be required, significantly reduces the implementation timeline and project Cost risk for the City.

The right company: At Questica, we provide budgeting software to the public sector – *that's all we do*. Questica is not only the leading budgeting software provider to the public sector, but also the largest independent budget software company. Questica represents the largest group of budget software experts in North America dedicated to serving the public sector. We have the resources and the right people to do the job and offer a 'one-stop shop" approach with Product Development, Professional Services, Sales and Customer Support provided from one central location. Unlike many other providers of Budgeting Solutions, we own the Questica Budget solution and perform 100% of the implementation and support responsibilities. This approach allows us to align our entire organization with the sole focus of delivering an on-time and on budget implementation to the City.

Financial Stability: Questica has enjoyed steady, managed growth (Net Revenue Growth) of 30% for each of the past three fiscal years. We carry no debt, have access to a generous line of credit (unused) and maintain a strong balance sheet with AR, cash and investments equivalent to 1 Year of operating expenses. Our average EBITA for the past 3 years has averaged in excess of 20% and we believe firmly in continuing to invest in our people and solutions. The company has been investing just under 25% of Net Revenues in R&D during this same 3 year period. We have been in business for 15 years and look forward to continued growth in the years to come. As a private company we do not typically share financial statements but would be happy to make our auditors available, should the City wish, to discuss in more detail.

Project Timeline and Cost: Questica has a tremendous track record of completing projects on time and on budget, and are extremely confident in our abilities to do the same for the City of Santa Clara. Based on the RFP requirements, we are proposing a fixed price of **\$235,000** (Installed) inclusive of anticipated travel costs, the implementation of the core solution (does not include optional Performance Measurements module).

PeopleSoft Integration: Integration with your PeopleSoft system is a key element of a successful solution. Questica is one of the few vendors with the proven integration experience to work with your existing technology. Questica will guarantee a successful integration between our Questica Budget solution and your PeopleSoft system. Not only do we guarantee the integration between the systems, we are offering the integration at a fixed price. To date we have completed over 350 successful integrations throughout our customer base, to various ERP and Payroll/HR solutions.

Questica Customer Satisfaction: Like many software companies, we use the *Net Promoter Score*, or 'NPS' to evaluate ourselves and gauge overall customer satisfaction. (See: http://en.wikipedia.org/wiki/Net_Promoter). "NPS" is a customer loyalty metric developed by (and a registered trademark of) Fred Reichheld, Bain & Company, and Satmetrix. It is a management tool and customer loyalty metric that can be used to gauge the fidelity of a firm's customer relationships. An NPS that is positive (i.e., higher than zero) is felt to be good, and an NPS of 50 or higher is considered to be exceptional. **The Questica NPS Score for 2013 was 48.**

References (5 we want to bring to their attention to):

1. City of Riverside, California - \$915M Annual Budget, SunGard One Financials
2. City of Oceanside, California - \$365M Annual Budget, Oracle Financials
3. City of Palo Alto, California - \$800 Annual Budget, SAP Financials
4. City of Boston, Massachusetts - \$2.5B Annual Budget, PeopleSoft Financials
5. City of Edmonton, Alberta - \$3.4B Annual Budget, SAP Financials

Solution Differentiators

Reporting: Questica Budget includes over 90 reports out-of-the-box which are ready for use. The City is not limited to using just these standard reports, as Questica Budget provides a robust reporting solution built upon Microsoft SSRS. This Ad-Hoc report writing tool is designed for non-technical users who desire quick access to design and create their own reports. It includes an intuitive user interface. Users simply drag and drop the information they want to see into a report design window. No need to involve IT in report development.

Dashboards: The Questica Dashboard component, written in HTML5, delivers the ability to provide an "at-a-glance" summary of critical data and other relevant information in a visually rich and interactive interface. Dashboards can be developed for individual users, groups of users, departments, roles or specific functional areas within the Questica Budget solutions. The

only limit to the number and variety of dashboard views that can be created using this powerful tool is your imagination.

Change Requests/Decision Packages: The Change Request feature is a sub system to the base budgeting functionality within Questica Budget. Change Requests provide a structured framework to deal with Amendments / Transfers / Changes to the budget(s). With dedicated workflows and approval process, this sub system allows budget modifications to be treated apart from the general budget. Staff can request changes such as moving monies from one budget to another, proposing a new position or even proposing a merit pay increase for an employee - all using a simple intuitive user interface. Change Requests can be created individually or they can be bundled together, often referred to as a 'decision package'. Once the changes are approved via the workflow process, they can be applied to the budget(s) automatically.

Flexibility: Questica Budget was designed to be more than a budgeting tool. It was designed to be easily customized and modified to suit the specific needs of any organization. Using easily customizable screens and the ability to define custom business rules, Questica Budget can provide unique functionalities such as Key Performance Indicators/Service Level Measurements/Performance Measurements, and Strategic Budgeting.

Integrated Workflow: Questica Budget improves the efficiency of the budgeting process by automatically notifying users via e-mail when their participation is required. As the budget is promoted through the different stages, (department data entry, manager approved, Board approved, etc.) user permissions (security settings) are triggered, providing the re-assurance that only the appropriate people can modify or view the budget at each stage of its development.

Allocations: The Questica Budget Allocations module allows you to move dollars around the Operating budget, and even into the Capital budget, in a structured and balanced fashion. It supports complex arrangements of allocations between many budget elements and departments. The Allocations module is an exclusive feature to Questica Budget.

Microsoft Gold Certified: Questica has been a Microsoft Gold Certified Partner since 2005, a premium certification level with Microsoft. Additionally, Questica has had both Questica Budget and its SQL Server components tested by **VeriSign**, a well-known and respected third party testing agency.

We would like to thank the City of Santa Clara for considering Questica's proposal for the provision of your complete budgeting solution. With our knowledge and expertise in Public Sector Budgeting, developed over the last decade, we are confident in Questica's ability to fully satisfy and exceed the requirements of the City of Santa Clara.

We look forward to hearing from you and welcome the opportunity to further elaborate on the strength of our solution and our team as part of the demonstration process.

RFP Contact Information

Questions related to this RFP can be directed to:

Contact Person: André Aberdeen

Contact Title: Account Manager

Contact Phone: (905) 634-0110 x503

Contact Fax: (866) 520-8514

Contact Email: aaberdeen@questica.com

Company Website: www.questica.com

Company Name: Questica Inc.

Company Address: 980 Fraser Drive. Suite 105. Burlington, ON. Canada. L7L 5P5

Chapter 2 – Profile on the Proposing Firm(s)

Questica Profile

Questica Background

Questica has been developing software products from its Burlington, Ontario office since its incorporation in 1998. In 2001 Questica was awarded a contract with the City of Burlington, Ontario to provide a Capital Forecasting and Budgeting Application tool. The knowledge and experience gained with the City of Burlington together with feedback received from other municipalities formed the foundation of Questica Budget the product being proposed to the City in this RFP response.

Questica specializes in the consulting, research and development of integrated project management systems tailored to meet the particular needs of local governments. Since 1998, Questica has engaged a steadily increasing client base of municipal customers. Examples and experiences are detailed throughout this RFP response.

In 2005 Questica obtained Gold Certified Partner Status, a premium certification level with Microsoft that we have maintained to this day. To meet Microsoft Certification Status, the Questica Budget (then known as TeamBudget) software has been tested by VeriSign, a well-known and respected third party testing agency. Questica Budget Capital, Operating and SQL Server components have been tested and meet their certification requirements.

As a company, our focus is very well defined ... our business is helping public sector entities prepare and manage their budgets. That's all we do.



ISV/Software Solutions

Company Information

Year Founded: 1998

All aspects of business operations are performed at Questica's Burlington office, located at 980 Fraser Drive. Suite 105. Burlington, ON. Canada. L7L 5P5

Structure of Firm:

- Questica provides Capital, Operating and Salary/Position Planning budget preparation software to public sector agencies
- Questica is a private Corporation with approximately 30 employees
- Chief Officers include TJ Parass and Allan Booth
- Questica has been in business since 1998 and has not undergone any name changes
- Questica does business in Canada and the United States
- Questica has no pending litigation nor have we had any litigation arising out of our performance

RFP Contact Person

Questions related to this RFP can be directed to:

Contact Person: André Aberdeen

Contact Title: Account Manager

Contact Phone: (905) 634-0110 x503

Contact Fax: (866) 520-8514

Contact Email: aaberdeen@questica.com

Company Website: www.questica.com

Company Name: Questica Inc.

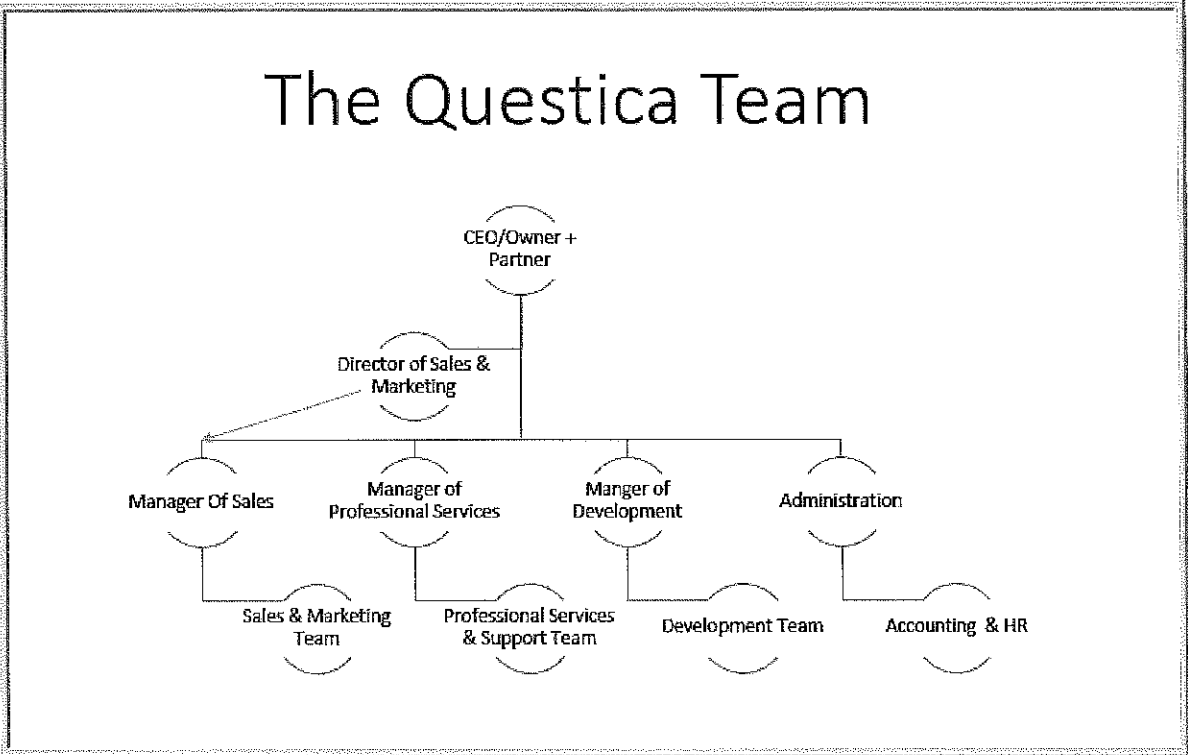
Company Address: 980 Fraser Drive. Suite 105. Burlington, ON. Canada. L7L 5P5

Questica Resources

- Product Development:** 11
- Project Managers:** 5
- Professional Services/ Report Writers:** 5
- Sales/Administration/President:** 9
- Total employees:** 30

Questica Organizational Chart (Org Chart)

Questica Organizational Chart – 2014



Financial Stability & Litigation

Statement regarding Financial Condition

Questica maintains an ongoing relationship with our growing customer base yielding continued year-over-year growth of both revenue and profit. As a private company, we do not normally disclose financial data in RFP responses. If the City of Santa Clara wishes, we will make arrangements for our financial records to be reviewed with our Accountant/Auditor in a controlled environment.

Statement of Financial Standing

If the answer to any of the questions is "Yes", Questica shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Has Questica been declared in default of any contract? Yes _____ No X
2. Has Questica forfeited any payment of performance bond issued by a surety company on any contract? Yes _____ No X
3. Has an uncompleted contract been assigned by Questica's surety company on any payment of performance bond issued to Questica arising from its failure to fully discharge all contractual obligations there under? Yes _____ No X
4. Within the past three (3) years, has Questica filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? Yes _____ No X
5. Is Questica now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability? Yes _____ No X
6. Is Questica currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? Yes _____ No X
7. License Sanctions: List any regulatory or license agency sanctions. (Please keep in mind that the City of Santa Clara may perform a background check on Questica with all state and regulatory agencies.)

Questica Inc. has no regulatory or license agency sanctions.

Company Vision Statement

Questica Budget is successful because it is not a generic solution. It was designed specifically for the Public Sector and 90% of its users are local governments. Each year we add additional features and functionality to match advances in technology and the changing needs of our customers. Questica plans to maintain our Public Sector base and continue to add value to our existing customers.

Questica will continue to:

- Focus on Public Sector budgeting and complementary tools that facilitate that goal.
- Use the Microsoft .Net infrastructure for development and delivery (Microsoft IIS / SQL Server)
- Emphasize the need for Stability in our development. Our customers long ago have told us that they would prefer a very stable and well tested product rather than a frequent release schedule.
- Emphasise aesthetics and ease of use. An intuitive interface and ease of use is important to us. It minimizes the amount of training required and makes our end users happy.

Allow you full access to your Budget Data. It's your data; you should have full access to it and have the ability to access it any way. We will continue to publish database schemas and technical documents to support this non-proprietary philosophy.

Chapter 3 – Qualifications of the Firm

With over a decade of experience and 100 + clients, Questica has significant experiencing in implementing solutions in the Public Sector. The following are examples of selected Questica Budget Customer implementations throughout North America.

PeopleSoft Clients:

- Humboldt University, CA
- City of Boston, MA
- Oregon Metro, OR
- City of Chesapeake
- Washington County, MD
- Frederick County, MD
- The Smithsonian Institute, DC
- Municipality of Anchorage, AK
- City of Hamilton, ON
- City of Windsor, ON
- City of Brampton, ON

Oracle Clients

- City of Arvada, CO
- City of Oceanside, CA
- Madison Metropolitan Sewage District

California Clients

- City of Palo Alto
- City of Riverside
- City of Oceanside
- City of Stockton
- City of Walnut Creek
- City of San Carlos
- City of Seaside
- City of Pleasanton
- Castro Valley Sanitary District
- San Bernardino County Employees Retirement Association
- Humboldt State University

Examples of other Questica Budget users:

Organization / Customer	Population
Metro Regional Government (Portland) OR	1,500,000
Shelby County, Tennessee	909,000
DuPage County, IL	930,000
City of Edmonton, Alberta	800,000
City of Boston, MA	650,000
City of Hamilton, Ontario	650,000
Jackson County, Missouri	650,000
Town of Brookhaven, New York	472,000
City of Brampton, Ontario	433,000
Region of Niagara, Ontario	410,000
City of Riverside, California	300,000
Municipality of Anchorage, Alaska	260,000
City of Greensboro, North Carolina	258,000
City of Vaughan, Ontario	238,000
Osceola County, Florida	231,000
City of Chesapeake, Virginia	225,000
Fredrick County, Maryland	220,000
City of Windsor, Ontario	216,000
City of Saskatoon, Saskatchewan	202,000
City of Oceanside, California	168,602
Washington County, Maryland	144,000
City of Stockton, California	128,000
La Crosse County, Wisconsin	109,000
Strathcona County, Alberta	80,000
City of Lethbridge, Alberta	79,000
City of Victoria, British Columbia	74,000
City of Champaign, Illinois	73,000
City of Pleasanton, California	64,000
Town of Southampton, New York	54,000
City of North Bay, Ontario	53,966
City of Grand Prairie, Alberta	50,000
City of Brandon, Manitoba	42,000
City of Vernon, British Columbia	39,455

City of Langford, British Columbia	35,000
City of Lynnwood, Washington	35,000
Town of Whitchurch-Stouffville, Ontario	28,000
Twp. of Centre Wellington, Ontario	26,000
Town of Kingsville, Ontario	21,000
Town of Acton, Massachusetts	20,000
Town of East Hampton, New York	20,000
Town of Essex, Ontario	20,000
County of Grand Prairie, Alberta	18,000
City of Fort St. John, British Columbia	17,000
Town of Sudbury, Massachusetts	17,000
City of Leduc, Alberta	16,967
City of Camrose, Alberta	16,000
City of Kenora, Ontario	15,177
City of Durango, Colorado	15,000
Town of Okotoks, Alberta	12,000
Town of Canmore, Alberta	11,000
Town of Sidney, British Columbia	11,000
City of Dawson Creek, British Columbia	11,000
Town of Beaumont, Alberta	10,820
Municipality of South Huron, Ontario	10,000
County of Wetaskiwin, Alberta	10,000
Town of High Level, Alberta	10,000
Town of Sylvan Lake	10,000
Incline Village General Improvement District, NV	9,252
City of Waconia, Minnesota	9,000
City of Prince George, British Columbia	8,500
Town of Taber, Alberta	7,500
Brazeau County, Alberta	7,040
Town of Ponoka, Alberta	6,576
Town of Banff, Alberta	6,000
Town of Kentville, Nova Scotia	5,500
Town of High River, Alberta	5,000
McKenzie County, Alberta	5,000
Town of Bancroft, Ontario	4,000

Town of Pincher Creek, Alberta	3,600
Town of Turner Valley, Alberta	2,000
Housing Authority of the City of New Haven	-
Association of Municipalities of Ontario (AMO)	-
Holland Bloorview Kids Rehab, Ontario	-
RCMP - K Division, Alberta	-
Wetaskiwin School District, Alberta	-
NASA – Florida	-

Questica Experience

See Reference Section below for more information.

Examples of Other Previous Implementations

City of Boston, MA

One City Hall Square

Boston, MA 02201

Contact: Abi Vladeck- Special Assistant, Capital Planning

Phone: 617-635-2838

Email: Abi.Vladeck@cityofboston.gov

Website: <http://www.cityofboston.gov>

Population of Boston: 636,479

Financial Software: PeopleSoft

Project Overview: The City issued an RFP which was awarded to Questica. Questica Budget (as the product was known then) Capital module was integrated to the City's PeopleSoft system (financial system integration only).

During of Implementation: 2-3 months

City of Oceanside, CA

300 North Coast Highway. Oceanside, CA. 92054

Contact: Carol Bunt- Administrative Analyst

Phone: (760) 435-3832

Email: cbunt@ci.oceanside.ca.us

Website: <http://www.ci.oceanside.ca.us>

Population: 173,000

Financial Software: Oracle

Project Overview: Questica provided all software modules along with all professional services. All modules were purchased. Questica provided the integration between Questica Budget and their PeopleSoft/Oracle solution.

Project Dates: June 2009 to October 2009

Staff assigned to project: Marjorie Johnson, RJ Ahuja, and Rick Rogerson

City of Mississauga, ON

300 City Centre Drive

Mississauga, ON L5B 3C1

Contact: Donna Herridge- Manager, Corporate Budget

Phone: (905) 615-3200 X 5002

Email: Donna.herridge@mississauga.ca

Website: <http://www.mississauga.ca/portal/home>

Population: 706,000

Financial Software: SAP

Project Overview: The City requires a full implementation of all Questica Budget modules (Operating, Capital, Salaries) with integration to SAP – import actual costs. Several product customizations and custom reports delivered. The City makes extensive use of a feature set known as Change Requests (also known as Decision Packages, or Budget Packages). Change Requests provides a structured framework to deal with Amendments, Transfers, and other changes to the budget. City staff start with last years approved budget, and modify it via the change request process in Questica Budget exclusively. These requests (budget packages) each have their own approval process/workflow. Once approved the budget(s) are automatically updated.

During of Implementation: 2 years

City of Arvada, CO

8101 Ralston Road

Arvada, CO 80002

Contact: Lisa Yagi- Assistant Finance Director

Phone: (720) 898-7121

Email: lyagi@arvada.org

Website: <http://arvada.org/>

Population: 107,000

Financial Software: Oracle

Project Overview: The City purchased the Operating, Capital and Salary Planning modules. Special attention was given to the Salary module since the City has many benefits that are conditional upon various types of employees and positions. Questica places a number of attributes on employees and positions to make it easy for these benefits to be applied. The integration with the City's Oracle system was completed for all modules.

During of Implementation: 6-8 months

Multnomah County, OR

501 SE Hawthorne Blvd. Suite 531

Portland, OR 97214-3501

Contact: Ken Anderson- IT Project Manager

Phone: (503) 849-6182

Email: ken.anderson@multco.us

Website: <https://web.multco.us/>

Population: 726,000

Financial Software: SAP

Project Overview: The County requires a full Implementation of the Operating and Salaries modules of Questica Budget with Capital to be implemented in a follow-on phase. The implementation involved the integration of position planning related data and actual cost data in SAP. Several product customizations were delivered including the customization of Change Requests to model multi-level Program Offers. In the County, all annual budget activity is related to Program Offers that are budgets for Programs that have no independent existence in their SAP financial system, and that may affect multiple business units and cost elements. When approved, Program Offers are published to the destination business units and cost elements using standard Questica Budget Change Request functionality. The County contract was awarded in July 2012.

Duration of Implementation: Commenced in late July 2012 and the completed system was delivered for user testing on November 1, 2012.

Shelby County, TN

160 N. Main. Suite 1150

Memphis, TN. 38103

Contact: Wanda Richards- Budget Director

Phone: (901) 222-2228

Email: wanda.richards@shelbycountyttn.gov

Website: <http://www.shelbycountyttn.gov>

Population: 909,035

Financial Software: MS Govern

Project Overview: Questica provided all software modules along with all professional services. Shelby County is the largest County in Tennessee. They replaced a variety of tools including MS Access, Excel, Publisher and Word with Questica Budget Operating, Salary & Position Planning and Capital.

During of Implementation: 6-8 months

City of Windsor, ON

350 City Hall Square West

Windsor, ON. N9A 6S1

Contact: David Soave- Manager, Operating Budget Development & Financial Administration

Phone: (519) 255-6100 x 1911

Email: dsoave@city.windsor.on.ca

Website: <http://www.citywindsor.ca/>

Population: 218,473

Financial Software: PeopleSoft

Project Overview: Questica provided all software modules along with all professional services. Questica Budget Capital was purchased in 2006. The City purchased Questica Budget Operating and Salaries modules in 2010 and is fully integrated with their PeopleSoft systems.

During of Implementation: 3-6 months

City of Hamilton, ON

71 Main Street West

Hamilton, ON. L8P 4Y5

Contact: John Di Battista- Senior Financial Analyst

Phone: (905) 546-2424 x 4371

Email: jdibatti@hamilton.ca

Website: <http://www.city.hamilton.on.ca>

Population: 655,060

Financial Software: PeopleSoft

Project Overview: Questica provided all software modules along with all professional services. The City has been a Questica Budget Capital user since 2005 with PeopleSoft Financials. Questica hosted Questica Budget Capital for 6 months then deployed the solution to the City's servers within 3 hours. The City has a population of approximately 665,000 with an annual Operating budget of over \$1.3B and a 10-year Capital plan of almost \$1B.

During of Implementation: 3-6 months

City of Brampton, ON

2 Wellington Street West

Brampton, ON. L6Y 4R2

Contact: David Sutton- Senior Financial Planning Analyst

Phone: (905) 874-2257

Email: david.sutton@brampton.ca

Website: <http://www.city.brampton.on.ca/>

Population: 433,806

Financial Software: PeopleSoft

Project Overview: Questica provided all software modules along with all professional services. The City required a number of custom reports along with a number of customizations in order to capture specific information. Questica worked with the City's Budget Officer and his staff to scope the customizations and custom reports needed. In the end, over 10 customized reports and 8 major software customizations were desired.

During of Implementation: 3-6 months

Washington County, MD

100 West Washington Street
Hagerstown, MD. 21740-4748

Contact: Debra Murray- Director, Budget & Finance

Phone: (240) 313-2304

Email: Dmurray@washco-md.net

Website: <http://www.washco-md.net>

Population: 120,000

Financial Software: PeopleSoft

Project Overview: Questica provided the Questica Budget Capital modules along with all professional services. Implementation was done remotely with training being done onsite. A total of five custom reports were delivered.

During of Implementation: 6-8 months

City of Riverside, CA

3900 Main Street. Riverside, CA 92522

Contact: Scott Catlett- Assistant Finance Director

Phone: (951) 826-5609

Email: scatlett@riversideca.gov

Website: <http://www.riverside.gov>

Population: 300,000

Financial Software: SunGard IFAS

Project Overview: Questica provided all software modules along with all professional services. All modules were purchased. Questica provided the integration between Questica Budget and their IFAS solution.

During of Implementation: 8-12 months

Osceola County, FL

1 Courthouse Square. Suite 4700
Kissimmee FL. 34741

Contact: Rosa Quintanilla- Project Manager

Phone: (407) 742-5826

Email: rsto@OSCEOLA.ORG

Website: <http://www.osceola.org/>

Population: 231,500

Financial Software: SunGard IFAS

Project Overview: Questica provided all software modules along with all professional services. All modules purchased. Implementation was done remotely with training being done onsite.

During of Implementation: 5-7 months

City of Naperville, IL

400 South Eagle Street,
Naperville, IL 60540

Contact: Chris Smith- Financial Reporting Team Leader

Phone: (630) 420-6055

Email: SmithC@naperville.il.us

Website: <http://www.naperville.il.us>

Population: 128,358

Financial Software: SunGard HTE

Project Overview: Questica provided all software modules along with all professional services.

During of Implementation: 3-6 months

Town of Southampton, NY

116 Hampton Rd.

Southampton, NY 11968

Contact: Paula Pobat- Director of IT

Phone: (631) 702-1982

Email: ppobat@town.southampton.ny.us

Website: <http://www.town.southampton.ny.us/>

Population: 54,712

Financial Software: Dynamics GP

Project Overview: Questica provided all software modules along with all professional services. Implementation was done remotely while training was done remotely and onsite.

During of Implementation: 3-6 months

References

California Clients

City of Palo Alto, CA

250 Hamilton Ave, Palo Alto, CA 94301

Contact: Christine Paras- Principal Financial Analyst

Phone: (650) 329-2450

Email: Christine.Paras@CityofPaloAlto.org

Website: <http://www.cityofpaloalto.org/>

Population: 66,000

Financial Software: SAP

Project Overview: The implementation process has just begun.

Project Dates: Targeted from July 2014 to December 2014

Staff assigned to project: Michael Newsome, RJ Ahuja, James Orr, Greg Double and Mark Ilagan

Total Project Cost: \$250,000-\$300,000

Did Questica Adhere to Project Schedule and Budget? - TBD

City of Walnut Creek, CA

1666 North Main Street. Walnut Creek, CA, 94596

Contact: Cindy Mosser- Finance Manager

Phone: (925) 256-3590

Email: Mosser@walnut-creek.org

Website: <http://www.walnut-creek.org/>

Population: 66,000

Financial Software: Cayenta

Project Overview: Questica provided all software modules along with all professional services. Questica provided the integration between Questica Budget and their Cayenta solution.

Project Dates: October 2011 to June 2014

Staff assigned to project: Michael Newsome, RJ Ahuja, James Orr, Greg Double and Mark Ilagan

Total Project Cost: \$130,000-\$175,000

Did Questica Adhere to Project Schedule and Budget? - Yes

City of Riverside, CA

3900 Main Street. Riverside, CA 92522

Contact: Scott Catlett- Assistant Finance Director

Phone: (951) 826-5609

Email: scatlett@riversideca.gov

Website: <http://www.riverside.gov>

Population: 300,000

Financial Software: SunGard One

Project Overview: Questica provided all software modules along with all professional services. All modules were purchased. Questica provided the integration between Questica Budget and their IFAS solution.

Project Dates: April 2011 to October 2011

Staff assigned to project: Michael Newsome, James McCall, RJ Ahuja, James Orr, Greg Double, Ryan Hryczynski and Mark Ilagan

Total Project Cost: \$175,000-\$225,000

Did Questica Adhere to Project Schedule and Budget? - Yes

Oracle and PeopleSoft Clients

City of Oceanside, CA

300 North Coast Highway. Oceanside, CA. 92054

Contact: Carol Bunt- Administrative Analyst

Phone: (760) 435-3832

Email: cbunt@ci.oceanside.ca.us

Website: <http://www.ci.oceanside.ca.us>

Population: 173,000

Financial Software: Oracle

Project Overview: Questica provided all software modules along with all professional services. All modules were purchased. Questica provided the integration between Questica Budget and their PeopleSoft/Oracle solution.

Project Dates: June 2009 to October 2009

Staff assigned to project: Marjorie Johnson, RJ Ahuja, and Rick Rogerson

Total Project Cost: \$130,000-\$175,000

Did Questica Adhere to Project Schedule and Budget? - Yes

City of Boston, MA

One City Hall Square. Boston, MA 02201

Contact: Abi Vladeck- Special Assistant, Capital Planning

Phone: 617-635-2838

Email: Abi.Vladeck@cityofboston.gov

Website: <http://www.cityofboston.gov>

Population of Boston: 636,479

Financial Software: PeopleSoft

Project Overview: The City issued an RFP which was awarded to Questica. Questica Budget (as the product was known then) Capital module was integrated to the City's PeopleSoft system (financial system integration only).

Project Dates: January 2013 to February 2013

Staff assigned to project: Michael Newsome, RJ Ahuja, and Rick Rogerson

Total Project Cost: \$175,000-\$225,000

Did Questica Adhere to Project Schedule and Budget? - Yes

City of Arvada, CO

8101 Ralston Road. Arvada, CO 80002

Contact: Lisa Yagi- Assistant Finance Director

Phone: (720) 898-7121

Email: lyagi@arvada.org

Website: <http://arvada.org/>

Population: 107,000

Financial Software: Oracle

Project Overview: The City purchased the Operating, Capital and Salary Planning modules. Special attention was given to the Salary module since the City has many benefits that are conditional upon various types of employees and positions. Questica places a number of attributes on employees and positions to make it easy for these benefits to be applied. The integration with the City's Oracle system was completed for all modules.

Project Dates: January 2013 to May 2013

Staff assigned to project: James McCall, RJ Ahuja, Rick Rogerson, George Boucher, and Kyle Wheaton

Total Project Cost: \$120,000-\$150,000

Did Questica Adhere to Project Schedule and Budget? - Yes

Oregon Metro, OR

600 NE Grand Avenue. Portland, OR. 97232-2736

Contact: Brian Kennedy- Finance Manager

Phone: (503) 797-1908

Email: Brian.Kennedy@oregonmetro.gov

Website: <http://www.oregonmetro.gov/>

Population: 1,500,000

Financial Software: PeopleSoft

Project Overview: Questica provided all software modules along with all professional services and a number of customizations. Questica also integrated Questica Budget with Metro's PeopleSoft solution.

Total Project Cost: \$195,000-\$225,000

Did Questica Adhere to Project Schedule and Budget? - Yes

Madison Metropolitan Sewerage District, WI

1610 Moorland Rd. Madison, WI. 53713

Contact: Amy Bublitz- Business Analyst

Phone: (608) 222.1201 x216

Email: amyb@madsewer.org

Website: <http://www.madsewer.org/>

Population: -

Financial Software: Oracle

Project Overview: Implementation is on-going and will include the installation of the Operating, Capital, Salaries and Allocations modules.

Project Dates: January 2014 to May 2014

Staff assigned to project: Michael Newsome, George Boucher, Kyle Wheaton, John MacRae and Ryan Hryczynski

Total Project Cost: \$330,000-\$400,000

Did Questica Adhere to Project Schedule and Budget? - Yes

Other Clients

Multnomah County, OR

501 SE Hawthorne Blvd. Suite 531. Portland, OR. 97214-3501

Contact: Ken Anderson- IT Project Manager

Phone: (503) 849-6182

Email: ken.anderson@multco.us

Website: <https://web.multco.us/>

Population: 726,000

Financial Software: SAP

Project Overview: The County requires a full implementation of the Operating and Salaries modules of Questica Budget with Capital to be implemented in a follow-on phase. The implementation involved the integration of position planning related data and actual cost data in SAP. Several product customizations were delivered including the customization of Change Requests to model multi-level Program Offers. In the County, all annual budget activity is related to Program Offers that are budgets for Programs that have no independent existence in their SAP financial system, and that may affect multiple business units and cost elements. When approved, Program Offers are published to the destination business units and cost elements using standard Questica Budget Change Request functionality. The County contract was awarded in July 2012. Implementation commenced in late July 2012 and the completed system was delivered for user testing on November 1, 2012.

Total Project Cost: \$325,000-\$350,000

Did Questica Adhere to Project Schedule and Budget? - Yes

Chapter 4 –Product Description, Work Plan or Proposal

Product Version and Roadmap

Proposed Version

Proposed Version: 5.1.251.1

Release Date: July, 2014

Previous Releases

Version 5.0.246.0. Release Date: June 5, 2014. Included Dashboards.

Version 4.5.241.8. Release Date: June 4, 2014

Version 4.5.241.7. Release Date: March 20, 2014. Included Google Authentication and Adding links as Documents.

Product History (past 5 years) and Roadmap

2012

- Allocations Module
- Spreadsheet Import/Export feature

2013

- Enhanced Report Authoring
- Capital Change Requests

2014

- Dashboards
- Performance Measurements

Future

- Asset Management
- Budget Book Builder
- FIR/CAFR Reporting
- Salaries Enhancement
- Strategic Planning

Product Description

A key element of the initial Questica Budget design was to help eliminate the difficulties caused by using spreadsheets in a multi-user environment. Although solutions such as spreadsheets are useful tools to analyze any single budget, it quickly becomes complicated if you want to consolidate many budgets, track "What-if's", control different versions, and produce a comprehensive budget document(s) based on different criteria.

Questica Budget was designed specifically for creating and maintaining public sector / local government budgets. It provides an easy to use web based interface that allows budget entry and development, forecasting and analysis, amendment tracking, and reporting (over 90 standard out-of-the-box reports, plus Ad-hoc and custom reports available).

Questica Budget consists of three primary modules: (1) Operating, (2) Salary/Position Planning and (3) Capital. These modules can be purchased individually, or bundled together as a complete solution set. Additional modules include Allocations and Performance Measurements.

Questica Budget Operating Module

The Operating module allows those in charge of the operating budget to manage the budget at a monthly, quarterly or annual basis. Actual cost and budget data can be imported into Questica Budget and budgets can be categorized on an organizational basis where Cost Centers roll-up into Departments and Divisions. Budgets can also be categorized on a Fund basis where Cost Centers roll-up into their respective funds. Cost Centers can easily be moved from one Department and Division to the next, as well as from one Fund to the next.

Users are able to break down their budgets by line item, identify expenses and funding sources, enter comments for each line item, and attach documents and notes. Users can also forecast for multiple future years using Questica Budget's *Regular Increase* feature to increase or decrease costs by a specific amount or percentage. Past years budget and actuals are also easy to see making for straightforward comparisons.

Questica Budget Capital Module

Questica Budget Capital simplifies and centralizes the process of Capital budget planning and execution through a unified web interface. Prior years' budget data (Actual Costs and Budget values) can be imported into Questica Budget and users are able to create multi-year Capital projects where they can identify their expenditures, funding sources and make adjustments as they prepare their budgets. Users can construct their capital projects on an annual, quarterly or monthly basis, enter narrations/explanations for their requests and categorize their projects based on different criteria such as Tangible Capital Assets, Fund(s), or Project Status. The requests would then be escalated through the workflow system integrated within Questica Budget. Project rank can also be administered according to predetermined criteria and multiple project scenarios can be created for each project.

Actual cost versus budgets analysis can also be done easily because Questica Budget imports financial information directly from the accounting system. Once departments begin entering their budgets, reports can be generated at any time. Since Questica Budget automatically updates the information, reports are generated in real-time.

Salary / Position Planning Module

The Salary/Position Planning supports the ability to accurately model and forecast all costs associated with positions and employees. Each Position is associated with a default GL Account and is then assigned a pay grade, step, contract, pay scales and benefits (start and end dates can be associated to each). Union affiliations, job titles, and job numbers can also be entered for each employee and each employee can be allocated to a position or multiple positions in different departments or funds. Throughout the year, adjustments such as cost of living adjustments, new benefits etc. can be made. Position costs can be generated for an unlimited number of years and can be broken down on an hourly, monthly or yearly basis. Each positions cost can be associated to any one (or multiple) costing centers. This association/allocation can range from 0-100% with each costing center belonging to a department or fund. Position data can be imported from HR systems into Questica Budget. Salary / Position Planning reports can also be generated for analysis purposes.

Position Control Management

The Salary/Position Planning module handles filled, vacant, employee name, ID, salary, benefit elections, position name and number, and funding source. For positions that have multiple funding sources, they can be allocate (based on percentages) to multiple budgets belonging to multiple funds.

Attributes can be placed on the Salary/Position Planning module to help distinguished between different types of positions, part vs. full time, permanent vs. time-limited, and

elected/appointed vs. CSA (Career Service Authority). These attributes can even be used to determine whether each type of position receives a benefit/modifier or not. These are referred to as conditional benefits/modifiers.

The Salary/Position Planning module allows users to copy any Profile (bargaining unit) and create as many different 'What if' scenarios of the project as they wish. These alternative budgets are maintained for easy reference. However, only one version can be designated as 'Active'. It is the active scenario that determines the costing of the positions within the Profile. Each scenario can be made "Active" at a time, in order to gauge its effect on the position costing.

An example is to have a scenario representing a proposed 2% increase to a benefit, and another scenario representing a 3% increase. Users can then flip between scenarios (making one active at a time) in order to gauge how each scenario would affect positions' costs along with the overall budget.

Questica Measures

The next major release of Questica Budget (schedule for July 2014) will feature a new Performance Measurements module.

Overview / Terminology

The vocabulary of Performance Measurement is not yet standardized in the public sector. Below is an overview and some definitions:

- **Program:** a.k.a. Service Area. One discrete program or service in the organization. Performance Measures generally measure aspects of programs, including their inputs, activities, effectiveness and outcomes.
- **Performance Measure:** one thing that will be measured. Number of Bus Passengers per Month. Number of Invoices Processed. Total Expenses by Department (many measures are financial.) Customer satisfaction. City crime rate. Population. Total Assessment.
- **KPI's, Indicators:** Similar to Performance Measures.
- **Scorecard:** A visualization tool for organizing measures into a hierarchy where lower level measurements are aggregated into higher level indicators.

Feature List

- Ability to define and track Measures.
 - Can be used to track any quantifiable data including (but not limited to) inputs, outputs, efficiency, and outcomes (four common terms from public sector PM.) with configurable Units of Measure (percentage, liters, foot-pounds, FTE's, stone, exabytes, etc.)
 - Measures can have Targets (similar to budgets in the budgeting modules.) Targets can be set Annually, Quarterly or Monthly. We have structured the architecture in such a way that it will be possible to add new periods of target calendarization in the future, such as weekly or daily.
 - Financial and staffing Targets can be automatically generated by defining an advanced search on budgets or FTE's in the Operating and Capital modules. Huge time saver for customers who own multiple modules! No integrations or manual data entry required.
 - Targets can have Thresholds which define how far off target the measure can be before it's considered in a "warning" (yellow) or "critical" (red) state.
 - Measures have Actuals (the "measurement" itself.) Actuals can be entered as frequently as desired (much like actual cost transactions on budgets) and are rolled up for comparison to targets.
 - Actuals can be human-entered on a schedule.

- The user responsible for a measure can be automatically emailed when their data is due or overdue.
 - A dashboard widget will provide “quick entry” for actuals and change colour when entries are overdue.
 - “Combined” measures can aggregate, sum and divide other measures by each other to generate rates and per-item costs, which can be separately reported and tracked.
- By using the Programs feature, users can design a measurement plan from scratch following best practices.
 - Enter a list of all your organization’s programs.
 - Define a Logic Model and Outcomes for each program. Use these to derive your measures. Questica can work with you to implement these steps using our in-house Performance Measurement expertise.
 - Organize your measures under each program.
 - (Measures don’t *have* to belong to a program. If you have an existing measurement plan you can just dump in all the data too.)
- Use dashboard charts to visualize your measurement plan and its execution, and be notified of warning and critical situations as they arise.
- Build Scorecards to organize your measures into rolled up hierarchies. Use the Scorecard Widget to add your scorecard to a dashboard.
- Works with our security system for granular control of viewing and editing for all measurement data.
- Total integration with all of Questica’s core productivity features including advanced search, spreadsheet import and export, custom fields, customizable grids and self-serve reporting.

Reporting

The reporting capability of any budgeting software is critical. Questica Budget provides three (3) primary methods to create and view budget related reports.

1. Standard (pre-built) reports
2. Ad-hoc reports
3. Customized reports (customer and/or Questica created)

All Standard (pre-built) reports generated within the application leverage Microsoft's SQL Server Reporting Services (SSRS).

Questica Budget includes over 90 pre-built reports ready to use, or to be customized. The reports available in each module (Operating, Salaries, and Capital) are unique. New reports can be added easily. The 90 plus system reports are grouped into the following 14 categories:

1. Ad-hoc Reports
2. Actual vs. Budget
3. Custom Reports
4. Graphs
5. Operating
6. Salaries
7. Fund Reports
8. Baseline Reports
9. Departmental Reports
10. Capital
11. Change Request
12. Allocations
13. Stage Reports
14. Snapshot Reports

All out-of-the-box reports are exportable to: PDF, Excel, Word, XML, CSV, MHTML (web archive) and TIFF file formats.

Drill down - Drill through reports

Many of standard reports are drill-down, and/or drill-through, in that they allow the end user to quickly access underlying (more detailed) information. In the example below, in the – ‘Budget vs. Actual Costs Year to Date by Department’ report – on the left side of the screen, each of the expense categories has “+” sign beside the GL Category. The ‘Benefits’ category has been expanded to show the next level of detail. Note the actual costs in blue – the blue color denotes a ‘drill-through’ value – clicking on it shows the underlying values (the actual cost details) that make up that number.

Expand or Collapse each grouping

Actual vs Budget Year To Date by Department:
 Department: CMP - Comptroller's Division
 Reporting Period: January, 2014 To December, 2014 (12 Months)
 Fund: <All>; Department: <All>; GL Account: <All>; Cost Center: <All>

	Budget	YTD Actual Cost	Variance Over/Under	Percentage Variance
Expenses:				
Benefits	728,367	654,214	(119,493)	89.98 %
4122 - Benefits	158,114	0	(158,114)	0.00 %
4108 - Medical	405,272	471,115	65,842	116.25 %
4117 - Medicare	58,590	51,843	(28,847)	54.52 %
4109 - Dental	38,379	29,810	1,239	103.23 %
4109 - Vision Care	12,553	19,439	529	104.16 %
4118 - Workers Compensation	84,558	98,198	3,641	103.95 %
Material & Supplies	1,283	1,528	236	118.27 %
Miscellaneous	878,925	416,723	(261,212)	51.91 %
Other Personnel Costs	5,648	3,540	(1,596)	73.18 %
Salaries	2,027,034	2,189,468	183,404	106.88 %
Total Expense	3,479,175	3,235,604	(243,571)	93.00 %
Net Total	(3,479,175)	(3,235,604)	243,571	93.00 %

Clicking on any value displayed in Blue will show the underlying values (actual costs details) that make up the number

The screen below shows the result of clicking on the \$471,115 value on this report

Clicking on blue values (\$471,115 in this case) will show the underlying actual cost values that make up that number, as shown below.

Actual Cost Details Year To Date

Department: CMP - Comptroller's Division
 Reporting Period: January, 2014 To December, 2014 (12 Months)
 Fund: <All>; Department: <All>; Cost Center: <All>

GL Account	Date	Cost Center	Item	Description	Supplier	Acct. Ref.	Type	Amount
Operating Expenses								
4108 - Medical	05/19/2014	Revenue			DEF Company		Actual	235,851
	06/30/2014	Accounting					Actual	153,004
	07/21/2014	Budgets and Financial Planning			DEF Company		Actual	42,260
Total								471,115

Variance / Budget vs. Actual Costs

Several options exist for users to report on variances across multiple time periods. For brevity, we will consider just two options here, one more on the 'micro' side of budgeting, and one from a more 'macro' perspective:

Micro example: Each cost center/program has several screens and reports dedicated to variances. The sample screen below (Finance Administration) shows a standard screen called 'Annual Comparison' – which displays the budget vs. actual costs, the difference (the variance) and an area for staff to enter comments, notes or justifications. This data can also be viewed on a monthly or quarterly basis, as well as 'Details' individual transactions (assuming your financial system supports individual cost transactions).

Again, cost centers can be thought of as a piece of the budget – a collection of revenues and/or expenditures belonging to a department. For example, a finance division might be split up into various departments such as Comptroller Admin, Finance Admin, and Budget Admin – each of these departments can have one or more (sometimes many more) cost centers associated to them.

GL Object	Budget	Actual	Variance	Comments
410 - Salaries - Exempt	158,186	170,942.69	1,856.69	
4106 - Medical	12,281	11,562.77	(718.23)	
4107 - Medicare	2,791	2,410.11	(381.11)	
4109 - Dental	1,363	1,058.94	(304.06)	
4109 - Vision Care	391	392.24	1.24	
4110 - Workers Compensation	7,717	7,357.92	(359.08)	
4112 - Car Allowance / Parking	1,769	1,730.97	(38.03)	
4116 - Conferences/Travel	18,207	16,527.95	(1,679.05)	
4118 - Membership Fees	10,645	10,652.38	7.38	
4120 - Training and Development	29,418	28,036.53	(1,381.47)	
4126 - Photocopy	15,606	15,547.1	(58.9)	
4312 - Office Supplies	51,472	51,254.59	(217.41)	
4364 - Telephone/Fax	1,040	1,058.14	18.14	
4814 - Miscellaneous	287	304.25	17.25	
	622,275	627,655.3	5,380.3	

Several Variance reports are included (same screen as above):

Finance Administration - Windows Internet Explorer

Standard variance reports available at the Cost Center level

	Budget	Actual	Variance	Comments
Budget Detailed by Stage	368,186	170,042.69	1,856.89	
Budget Detailed with Notes	12,281	11,562.77	(718.23)	
Cost Centre Stage History	2,391	2,410.11	19.11	
Cost Centre Summary	1,163	1,038.94	(104.06)	
Position Costing Details	391	392.24	1.24	
Position Costing Summary	7,717	7,352.92	(359.09)	
Position Cost by GL Object	1,769	1,736.97	(36.03)	
Snapshot Details - 5 Year	18,207	16,527.95	(1,679.05)	
Snapshot Details With Salaries - 5 Year	10,645	10,652.38	7.38	
Snapshot Summary - 5 Year	29,418	28,036.53	(1,381.47)	
Variable Listing	15,606	15,547.11	(58.89)	
	51,472	51,254.59	(217.41)	
	1,040	1,058.14	18.14	
	257	304.25	17.25	
	(169,010)	(177,216.21)	(7,116.42)	

Macro example: Whereas the above example are variances from a specific part of the budget, just one department, below is a higher level perspective showing budget vs. actual costs viewed as an aggregate of all cost centers, all departments, all divisions, etc. The report below is called 'Budget vs. Actuals Year to Date' and allows for in-depth interrogation of budget vs. actuals across the entire enterprise and across multiple dimensions.

Auto-Fill: Custom...

Budget Year: 2015

Report Month End: June 2015

Group By: Division

Fund Category or Fund: <All>

Division or Department: <All>

GL Category or GL Account (Object): <All>

Cost Center: <All>

Expand All: No

Starting Page Number: 1

Hide Page Footer: Yes

Hide Page Number: Yes

Highlight Links: Yes

Buttons: Print, Refresh, Home

Report Parameters

Actual vs Budget Year To Date by Division

Division: Corporate Administration
 Reporting Period: January, 2015 To June, 2015 (6 Months)
 Fund: <All>; Department: <All>; GL Account (Object): <All>; Cost Center: <All>

	Budget	YTD Actual Cost	Variance Over/Under	Percentage Variance
Revenue:				
<input checked="" type="checkbox"/> Taxation	0	52,500,000	52,500,000	0.00 %
Total Revenue	0	52,500,000	52,500,000	0.00 %
Expense:				
<input checked="" type="checkbox"/> Benefits	311,883	139,190	(172,673)	44.63 %
<input checked="" type="checkbox"/> Contracted Services	856,428	16,088	(840,360)	2.45 %
4204 - Advertising	2,707	0	(2,707)	0.00 %
4210 - Catering	170,566	8,836	(161,720)	5.18 %
4216 - Contracted Services	478,655	2,377	(474,282)	0.50 %
4220 - Photocopy	6,486	4,855	(1,611)	74.74 %
<input checked="" type="checkbox"/> Material & Supplies	474,755	239,221	(235,534)	50.39 %
<input checked="" type="checkbox"/> Miscellaneous	5,804	(25,426)	(31,240)	-430.82 %
<input checked="" type="checkbox"/> Other Personnel Costs	285,179	74,153	(211,026)	26.00 %
<input checked="" type="checkbox"/> Salaries	1,741,628	1,603,563	(138,065)	92.06 %
Total Expense	3,475,755	2,246,759	(1,228,996)	64.64 %
Net Total	(3,475,755)	50,253,241	53,728,996	-1,445.82 %

This report can be viewed with the following options:

- Report Month End: Monthly (i.e. Jan-Dec)
- Group by: Fund Category/Fund/Division/Department/GL Category/GL Account/Cost Center
- Fund Category or Fund: All or individual funds
- Division or Department: All or individual divisions or departments
- GL Category or GL Account (Object): All or individual GL Category or GL Account
- Cost Center: All or individual Cost Centers

Roll up and consolidation budget data

Many of the out-of-the-box reports will automatically roll up and consolidation budget data by cost category codes, object codes, cost centers, departments and/or divisions. In the example below, a standard report called 'Revenue and Expenditure by Department' displays a standard rollup.

Revenues and Expenditures by Department - Google Chrome
 localhost/questcademov5/report_viewer.aspx?ReportID=12

Revenues and Expenditures by Department
 Budget Year: 2016 - From Stage: 4/1/ To Stage: 4/1/

Division	Cost Center	2015 Budget
Revenues		351,958,426
Expenditures		361,958,426
Corporate Administration		3,148,524
Corporate Services		3,158,298
Council		874,885
Engineering		145,633,755
Public Works		37,809,236
Public Works-Civic Services		190,572
Support Services		2,485,482
Transportation & Parking Serv.		24,600,678
Underground Utilities & Fac.		70,637,491
Buildings Maintenance (Home)	440,626	
FAC- Community Centres	3,771	
FAC- Parks Facilities	283,897	
FAC- Corporate Offices	750,164	
FAC-Engineering/Public Works	50,818	
FAC-Facilities Administration	638,379	
FAC-Maintenance Administration	201,054	
FAC-Parkades	246,088	
FAC-Protection Services	399,733	
SD Catchment Area Management	114,462	
SD Engineering Administration	182,147	
Benefits	7,259	
Car Allowance / Parking	1,901	
Conferences/Travel	2,155	
Contracted Service	4,536	
Dental	1,328	
Equipment	4,717	
Equipment Rentals	6,464	
Medical	14,122	
Medicare	2,944	
Office Supplies	3,232	
Overtime	2,328	
Salaries - Exempt	54,104	
Salaries - Inside	48,424	
Training and Development	3,967	
Vision	458	
Workers Compensation	4,748	

Divisions

Departments

Cost Centers

GL Cost Categories

Ad-hoc Reporting

In addition to the 90 + out-of-the-box reports that users can immediately utilize Questica has integrated Microsoft's SQL Server **Ad-hoc Reporting** as the cornerstone technology for those who wish to quickly design their own reports.

This technology has many benefits:

- It is web based so users do not require special software loaded onto their computers.
- No query writing is required so there is no need to involve IT resources.
- It includes intuitive interface. Users can drag and drop the information they want to see into a report design window.
- All reports are exportable into PDF Excel XML etc.
-

The Ad-hoc report writing tool is designed for non-technical users who desire quick access to design and create their own reports. It includes an intuitive user interface. Users can drag and drop the information they want to see into a report design window. Ad-hoc reporting solves the most common problem in report design – how to create reports that display the relevant data that users require while having enough flexibility to allow the user to organize and view the data however they wish. Ad-hoc Reporting will provide the users the ability to view data immediately in whatever form they choose without having to request a new customized report. Once developed users can re-use the reports they designed or include them as a part of the Questica Budget application making them available to all users.

Ad-hoc Report users can also:

- Add their custom titles, graphics, logos
- Drag and drop fields on the grid based on the way they want to see the data on the report
- Make a report into a drill-down report by adding more fields to the grid
- Format the grid by applying fonts, borders, fills and changing the alignments
- Apply formulas as they would in Excel for custom analysis
- Apply filters
- Export reports
- Have saved reports become one of the regular reports available to other users (subject to security permission)

Report Schedule / Scheduling & Delivery of reports

Questica Budget allows users to regularly email the results of a report to a list of users using a "Report Schedule". Once created, the Report Schedule will automatically execute the selected Report and email the result to the selected users based on the scheduling options. The Report Schedule can be unique for each report, and can be setup on an hourly, daily, weekly, monthly, or monthly by week basis. The report results will be included as an attachment to the email, either as a PDF, Word or Excel spreadsheet.

Below is an example of a Report Schedule screen:

Questica - Google Chrome
localhost/questicademov5/cwReportScheduleEdit.aspx?ReportID=8

Report Schedule Details
Create a new Report Schedule

Report Schedule
General
Scheduling
Parameters

Scheduling Information

Report Schedule Type: Monthly (by Week)

Months of the Year:
 January
 February
 March
 April
 May
 June
Select All Deselect All

Days of the Week:
 Monday
 Tuesday
 Wednesday
 Thursday
 Friday
 Saturday
 Sunday
Select All Deselect All

Which Week: First Week

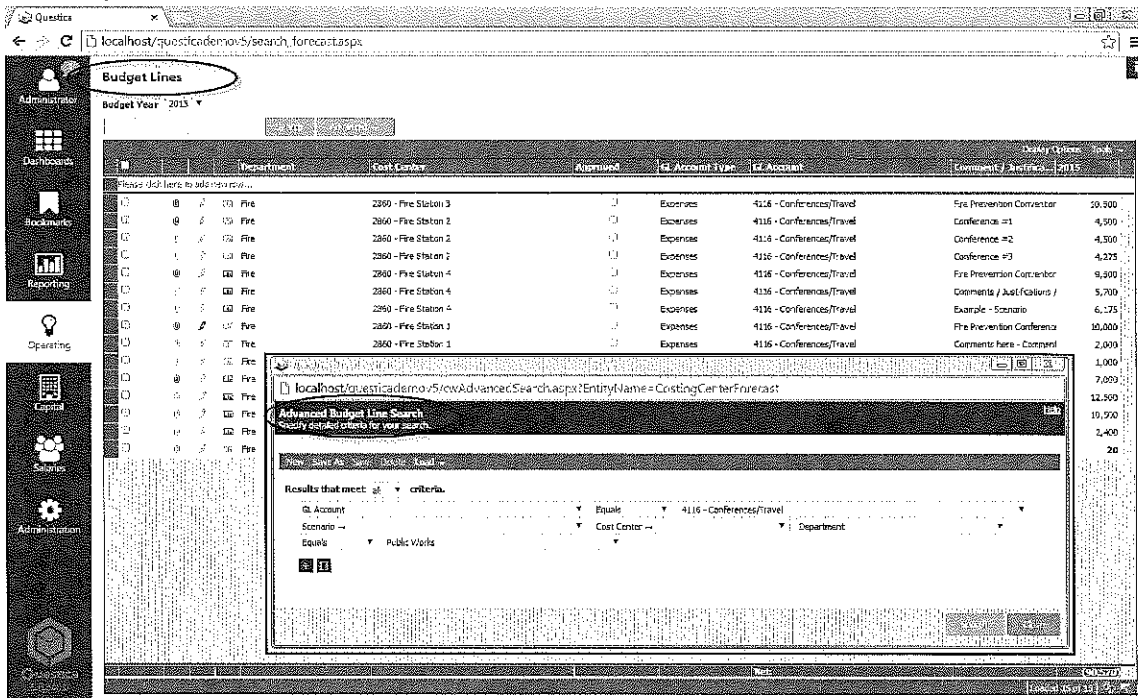
Save Cancel

Advanced Search

A robust and powerful tool, the Advanced Search feature allows authorized users to perform sophisticated and highly dynamic data analytics/Ad-hoc queries based on specific criteria or descriptive words. Queries are created in a user friendly fashion (see below) where a complex query can be built –one line at a time.

This allows staff to view and update large volumes of data quickly. When presented with the search results staff can analyze and make changes to many line items and accounts as a whole. They can also insert line items to any budget they wish, apply Regular Increases, Distributions, lock or delete specific lines on a large scale.

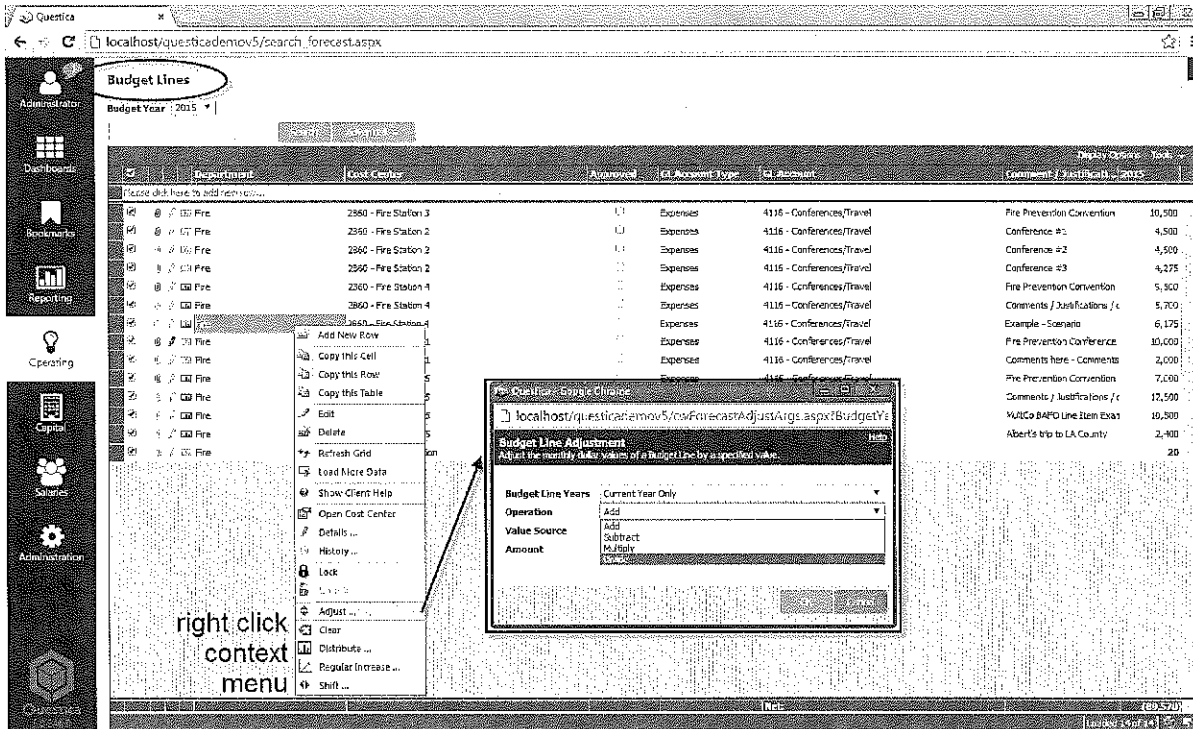
In the example below, using the advanced search feature, all budget entries associated with a single GL account (Conferences & Travel in this case) for one department are displayed (Fire Dept.).



The screenshot displays a web application interface for budget management. The main window is titled "Budget Lines" and shows a table of budget entries for the year 2015. The table has columns for Department, Cost Center, Approved, GL Account Type, GL Account, Comments, and Amount. An "Advanced Budget Line Search" dialog box is overlaid on the table, showing search criteria: GL Account: 4116 - Conferences/Travel, Scenario: Public Works, and Department: Public Works. The search results show 12 entries that meet the criteria.

Department	Cost Center	Approved	GL Account Type	GL Account	Comments	Amount
Fire	2860 - Fire Station 3		Expense	4116 - Conferences/Travel	Fire Prevention Conference	10,300
Fire	2860 - Fire Station 2		Expense	4116 - Conferences/Travel	Conference #1	4,500
Fire	2860 - Fire Station 2		Expense	4116 - Conferences/Travel	Conference #2	4,500
Fire	2860 - Fire Station 2		Expense	4116 - Conferences/Travel	Conference #3	4,275
Fire	2860 - Fire Station 4		Expense	4116 - Conferences/Travel	Fire Prevention Conference	9,300
Fire	2860 - Fire Station 4		Expense	4116 - Conferences/Travel	Comments / Just Failures /	5,700
Fire	2860 - Fire Station 4		Expense	4116 - Conferences/Travel	Example - Scenario	6,175
Fire	2860 - Fire Station 1		Expense	4116 - Conferences/Travel	Fire Prevention Conference	10,000
Fire	2860 - Fire Station 1		Expense	4116 - Conferences/Travel	Comments here - Comment	2,000
Fire						1,000
Fire						7,000
Fire						12,500
Fire						10,500
Fire						2,400
Fire						20

Once the search results are displayed, users can now manipulate the data in many different ways. For example, if there was a directive to reduce travel expenses by 5% this can be easily accomplished via the 'adjust' feature available by right clicking anywhere on the screen.



In the above example, a 5% reduction would be automatically and immediately be applied to all budget line items associated with this GL Account (Conferences & Travel).

Advanced Budget Search allows power users the ability to view, update, and manipulate large volumes of budget data quickly. All Advanced Search grids are exportable to Excel.

The screenshots above show only one of the many Advanced Search capabilities in the application. Each of the following areas of Questica Budget has its own dedicated Advanced Search function:

- Change Requests (Decision Packages)
- Cost Centers
- Employees
- Forecasts (also called Budget Lines)
- GL Accounts (Objects) and GL Categories
- Operating Impacts
- Actual Costs
- Positions
- Projects
- Project Forecasts (Capital module line items)
- Scenarios (What-ifs)

Goals & Objectives Reporting

Departments/Cost Centers (or even individual budget line items) in Questica Budget can be mapped logically to reflect a relationship between that component of the budget and larger community wide services or goals. For example, if one of the community goals is "public safety", all the budget elements (police/sheriff/Fire etc.) associated with this goal can be flagged, or mapped to the 'public safety' goal or strategic initiative. By mapping the relationship between budget items and community goals, reports can be quickly generated showing all budget revenues and expenditures for each goal. This is sometimes referred to as 'Strategic Budgeting' – linking small budget items to larger strategic goals of the City.

Below is a screenshot of the budget entry screen within Questica Budget. As users enter their budget numbers, they can associate each line item to a goal or strategic initiative.

2015 2960 - Fire Station 1 - Main Scenario

Annual Budget

Id	Account (Object)	Commitment / Description	Strat. Initiative	2015	2016
Please click here to add new row...					
	4307 - Medicare			11,044	11,247
	4308 - Dental			10,155	10,155
	4309 - Vision Care			3,450	3,450
	4310 - Workers Compensation			35,508	36,321
	4311 - Long Term Disability			148,250	151,235
	4313 - Special Paramedic Pay			15,750	15,750
	4316 - Conferences/Travel	Conference 1	The Way we Finance	30,000	32,000
	4316 - Conferences/Travel	Conference 2	The Way we Finance	6,000	5,000
	4308 - General Supplies	general supplies fire house #1	The Way we Green	12,974	11,907
	4308 - General Supplies	misc supplies	The Way we Green		
	4312 - Office Supplies	office supplies	The Way we Green	3,366	3,703
	4312 - Office Supplies	Miscellaneous Paper and Toner for the photocopier.	The Way we Green	(1,500)	2,250
	4324 - Materials	Materials and supplies	The Way we Green	9,240	10,164
	4354 - Cable	TV and Internet		1,224	
	4364 - Telephone/Fax	telephone and fax charges		2,754	
	4366 - Water	filtered drinking water		714	720
	4822 - Repairs and Maintenance	Renovations to sleeping quarters		110,000	318,362
	4822 - Repairs and Maintenance	maint of water pumping equipment		1,428	
	4822 - Repairs and Maintenance	Composting Program	The Way we Green	4,600	
	4822 - Repairs and Maintenance	Snow Removal - Mr Plow -HJ Simpson			
	4849 - Fire & Burn Awareness	Door-to-Door Smoke Detector Checks			
	6070 - Employee Retirement Benefit			160,348	163,564
	9211 - W/O Regular Time			312,120	312,120
				(1,265,154)	(1,217,250)
Net:				(1,265,154)	(1,217,250)

Users can use the "Advanced Search" feature in order to find all line items that are associated with a goal or strategic initiative, regardless of department (subject to security permissions).

Budget Lines

Budget Year 2015

Department		Cost Center		Account (Object)		Commodity / Description		Fiscal Year 2015	
01	Fire	2850	Fire Station 1	422	Repairs and Maintenance		Composting Program	The Way we Green	4,600
01	Fire	2073	Sustainability Department	4120	Training and Development			The Way we Live	4,776
01	Fire	2073	Sustainability Department	4204	Advertising			The Way we Green	4,872
01	Fire	2073	Sustainability Department	4316	Contracted Services		Contractor B	The Way we Grow	3,184
01	Fire	2860	Fire Station 5	422	Repairs and Maintenance		Composting Program	The Way we Green	4,600
01	Fire	2860	Fire Station 3	4366	Water		Shared drinking water	The Way we Live	714
01	Fire	2860	Fire Station 2	4303	General Supplies		general supplies fire house #1	The Way we Prosper	11,807
01	Fire	2860	Fire Station 2	422	Repairs and Maintenance		Major renovations to sleeping quarters	The Way we Prosper	318,362
01	Fire	2860	Fire Station 2	4312	Office Supplies		office supplies	The Way we Green	3,266
01	Fire	2860	Fire Station 2	4115	Conferences/Travel		Fire Prevention Convention	The Way we Grow	9,180
01	Fire	2860	Fire Station 1	4108	General Supplies		general supplies fire house #1	The Way we Green	12,974
01	Fire	2860	Fire Station 1	4224	Materials		Materials and supplies	The Way we Green	9,240
01	Fire	2860	Fire Station 1	4312	Office Supplies		office supplies	The Way we Green	10,164
01	Fire	2860	Fire Station 1	4306	General Supplies		misc. supplies	The Way we Green	3,703
01	Fire	2860	Fire Station 1	422	Repairs and Maintenance		Composting Program	The Way we Green	4,600
01	Fire	2860	Fire Station 1	4115	Conferences/Travel		Conference 1	The Way we Prosper	30,000
01	Fire	2860	Fire Station 1	4312	Office Supplies		Recollections Paper and Toner for the photocopier	The Way we Green	2,250
01	Fire	2860	Fire Station 1	4118	Conferences/Travel		Conference 2	The Way we Prosper	6,000
01	Fire	2860	Fire Station 1						5,000

Description of Other Recommended Features

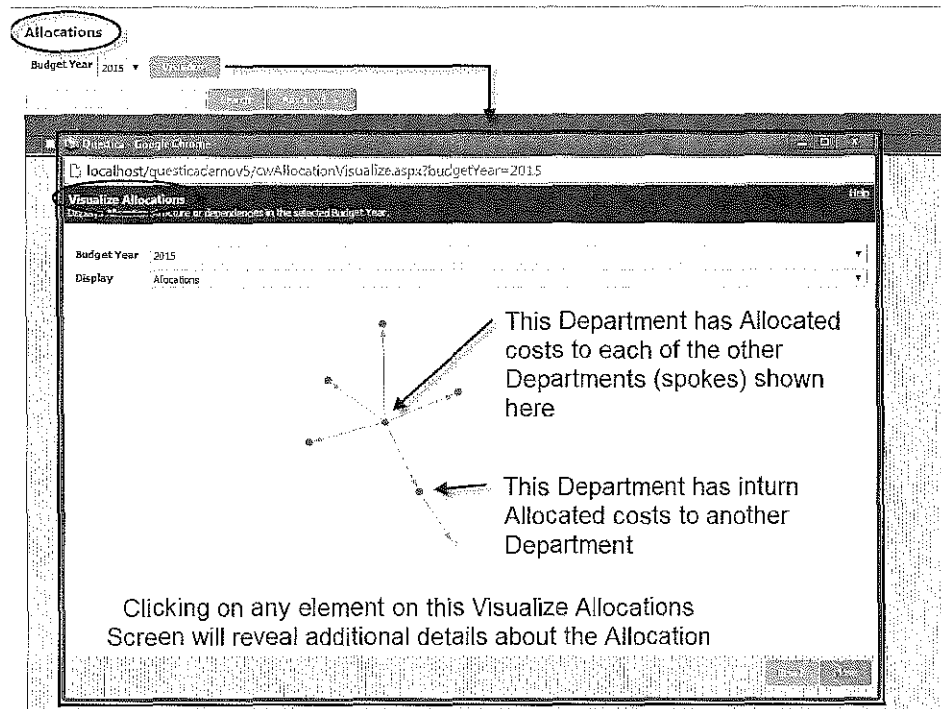
Allocations Module

The Questica Budget Allocations module allows you to move dollars around the Operating budget, and even into the Capital budget, in a structured and balanced fashion. It supports complex arrangements of allocations between many budget elements.

For example, some Departments (Cost Centers) allocate all of their expenses to other Departments or Cost Centers. These are often referred to as *Internal Service Providers* or ISPs. A common example of an ISP can be the Information Technology (IT) department. ISP budgets are developed in detail just like any other department, and then their expenses can be allocated out to other budget elements – other departments.

An ISP Allocation like this might use a Cost Driver such as "Number of Computers" to determine how much of the IT's department expenses will go to each recipient. Once the allocation has been run, each recipient Costing Center will have a Destination Budget Line representing a portion of IT expenses, and the IT department budget will have a Recovery Budget Line that effectively zeroes out their total budget.

The Questica Budget Allocation module provides the ability to 'visualize' all (or some) of the budget allocations. Below is a simple example of two (2) allocations.



Change Requests / Budget Requests BR's

Change Requests (also referred to as Budget Adjustments, Budget Modifications or Decision Packages) allow you to process pre and post approval budget changes using a controlled process and workflow –based approval.

Change Requests is yet another feature which distinguishes and sets apart Questica Budget from strictly a budget preparation tool and focuses on Budget Management. Change Requests provides a structured framework to deal with Amendments, Transfers, and other needed changes to the budget – both during budget prep and Post Approval. With dedicated workflows and approval process, staff can request changes such as moving monies from one budget to another, proposing changes to positions or even proposing a merit pay increase for an employee – all using a simple intuitive user interface and in the end, the complex math is done for you. Change Requests can be made individually or they can be bundled together (a decision package) and are treated apart from the general budget with their own approval process, until the changes are approved, then they can be applied to the budget(s) automatically. No other budget software vendor has the budget submission and change control functionality provided by Questica Budget.

Strategic Initiatives / Mapping / Provide ability to perform logic-mapping functionality defining the relationship between department level measures and community wide service areas.

Departments/Cost Centers (or even individual budget line items) in Questica Budget can be mapped logically to reflect a relationship between that component of the budget and larger community wide services or goals. For example, if one of the community goals is "public safety", all the budget elements (police/sheriff/Fire etc.) associated with this goal can be flagged, or mapped to the 'public safety' goal or strategic initiative. By mapping the relationship between budget items and community goals, reports can be quickly generated showing all budget revenues and expenditures for each goal. This is sometimes referred to as 'Strategic Budgeting' – linking small budget items to larger strategic goals of the City.

Below is a screenshot of the budget entry screen within Questica Budget. As users enter their budget numbers, they can associate each line item to a goal or strategic initiative.

Annual Budget

CL Account (Object)	Commitment / Justification	Strat Initiative	2015	2016
4107 - Medicare			11,044	11,247
4109 - Dental			10,155	10,155
4109 - Vision Care			3,450	3,450
4110 - Workers Compensation			35,908	36,321
4111 - Long Term Disability			148,039	151,075
4112 - Special-Personal Pay			15,750	15,750
4116 - Conferences/Travel	Conference 1	The Way we Finance	30,000	32,000
4116 - Conferences/Travel	Conference 2	The Way we Finance	6,000	5,000
4308 - General Supplies	general supplies fire house #1	The Way we Green	12,974	11,907
4308 - General Supplies	misc supplies	The Way we Green		
4312 - Office Supplies	office supplies	The Way we Green	3,366	3,703
4312 - Office Supplies	Miscellaneous Paper and Toner for the photocopier.	The Way we Green	(1,500)	2,250
4324 - Materials	Materials and supplies	The Way we Green	9,240	10,164
4354 - Cable	TV and Internet		1,224	
4364 - Telephone/Fax	telephone and fax charges		2,754	
4366 - Water	filtered drinking water		714	720
4822 - Repairs and Maintenance	Renovations to sleeping quarters		110,000	318,362
4822 - Repairs and Maintenance	maint of water pumping equipment		1,428	
4822 - Repairs and Maintenance	Composting Program	The Way we Green	4,600	
4822 - Repairs and Maintenance	Snow Removal - Mr Plow - FD Simpson			
4849 - Fire & Burn Awareness	Door-to-Door Smoke Detector Checks			
6059 - Employee Retirement Benefit			160,349	160,564
9211 - WO Regular Time			312,120	312,120
			(4,765,194)	(4,574,250)
Net:			(4,765,194)	(4,574,250)

Users can use the "Advanced Search" feature in order to find all line items that are associated with a goal or strategic initiative, regardless of department (subject to security permissions).

Budget Lines

Budget Year 2015

Department	Cost Center	CL Account (Object)	Commitment / Justification	Strat Initiative	2015	2016
Fire	2860 - Fire Station 4	4822 - Repairs and Maintenance	Composting Program	The Way we Green	4,600	
Sustainability	2073 - Sustainability Department	4120 - Training and Development		The Way we Live	4,775	4,872
Sustainability	2073 - Sustainability Department	4204 - Advertising		The Way we Green	3,104	3,259
Sustainability	2073 - Sustainability Department	4216 - Contracted Services	Contractor B	The Way we Grow		
Fire	2860 - Fire Station 5	4822 - Repairs and Maintenance	Composting Program	The Way we Green	4,600	
Fire	2860 - Fire Station 3	4366 - Water	filtered drinking water	The Way we Live	714	
Fire	2860 - Fire Station 2	4308 - General Supplies	general supplies fire house #1	The Way we Prosper	11,674	11,907
Fire	2860 - Fire Station 2	4822 - Repairs and Maintenance	Major renovations to sleeping quarters	The Way we Prosper	318,362	318,362
Fire	2860 - Fire Station 2	4312 - Office Supplies	office supplies	The Way we Green	3,366	
Fire	2860 - Fire Station 2	4116 - Conferences/Travel	Fire Prevention Convention	The Way we Grow	9,180	
Fire	2860 - Fire Station 1	4308 - General Supplies	general supplies fire house #1	The Way we Green	12,974	11,907
Fire	2860 - Fire Station 1	4324 - Materials	Materials and supplies	The Way we Green	9,240	10,164
Fire	2860 - Fire Station 1	4312 - Office Supplies	office supplies	The Way we Green	3,366	3,703
Fire	2860 - Fire Station 1	4308 - General Supplies	misc supplies	The Way we Green		
Fire	2860 - Fire Station 1	4822 - Repairs and Maintenance	Composting Program	The Way we Green	4,600	
Fire	2860 - Fire Station 1	4116 - Conferences/Travel	Conference 1	The Way we Finance	30,000	32,000
Fire	2860 - Fire Station 1	4312 - Office Supplies	Miscellaneous Paper and Toner for the photocopier	The Way we Green	(1,500)	2,250
Fire	2860 - Fire Station 1	4116 - Conferences/Travel	Conference 2	The Way we Finance	6,000	5,000
Net:					(4,765,194)	(4,574,250)

Performance Measures / Key Performance Indicators / Service Level Measurement / Performance Management / Budgeting for Outcomes

For many clients wishing to capture information beyond the budget, such as Performance Measurements, and/or Service Level Measures (SLM), Questica offers a screen at the business unit level (cost center) where users are able to enter information such as the goals, objectives and outcomes/performance for their business unit. They can enter the outcomes/performance (actual and estimate) for the current year, enter estimates for the coming years, along with viewing 2 previous years' actual performances – all on the same screen. These SLM's now become part of the workflow process and can be adjusted, approved/denied at the different stages of the budgeting process. Customized reports can show budgetary information, performance measures along with narratives and descriptions/justifications for each budget. Questica plans to improve upon these existing Performance Measurement features with the release of a comprehensive Performance Measurements Module later this year (2014).

Line	Measurement	Comments	2012 Actual	2013 Actual	2014 Budget	2015 Estimate	2016 Estimate
1	Incidents Response Time < 5 mins		424	425	410	400	399
2	Incidents Response Time < 10 mins		811	820	812	825	859
3	Incidents Response Time > 10 mins		0	0	1	0	0

Dashboards / visualizations / informative at-a-glance

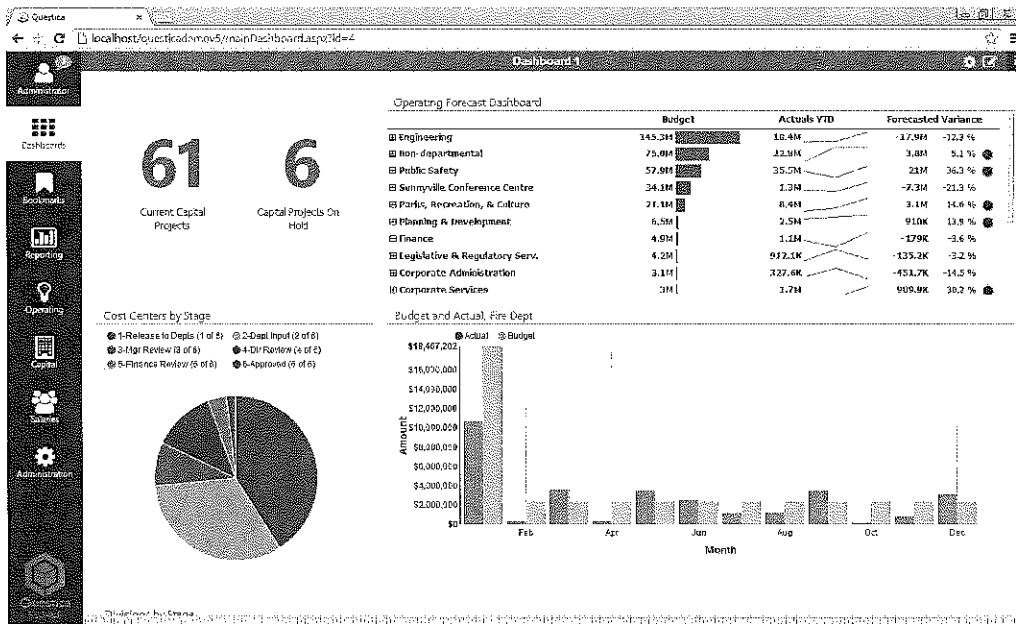
With Questica Dashboards users can build rich interactive visualizations of your budget data to create beautiful, informative at-a-glance displays. You can show charts to monitor budget development or track spending in a department or organization-wide. But, you're not limited to showing just budget data, users can also embed web content, including anything from Google Documents to city traffic cameras. Our dashboards are built using a simple drag-and-drop interface and can be private, shared between groups, or available to all users.

Information can be presented in a variety of styles, including:

- Line
- Scatter/Bubble
- Stacked/Stream/Expanded Area
- Discrete Bar

- Grouped/Stacked Multi-Bar
- Horizontal Grouped Bar
- Line and Bar Combo
- Cumulative Line
- Pie/Donut
- Bullet

Below is an example of what one Dashboard screen may look like.



Drill down - Drill through reports

Many of standard reports are drill-down, and/or drill-through, in that they allow the end user to quickly access underlying (more detailed) information. In the example below, in the – ‘Budget vs. Actual Costs Year to Date by Department’ report – on the left side of the screen, each of the expense categories has “+” sign beside the GL Category. The ‘Benefits’ category has been expanded to show the next level of detail. Note the actual costs in blue – the blue color denotes a ‘drill-through’ value – clicking on it shows the underlying values (the actual cost details) that make up that number.

localhost/questicademov5/report_viewer.aspx?ReportID=57&ParameterSetID=4

Actual vs Budget Year To Date by Department:

Department: CMP - Comptroller's Division
Reporting Period: January, 2014 To December, 2014 (12 Months)
Fund: <All>; Department: <All>; GL Account: <All>; Cost Center: <All>

	Budget	YTD Actual Cost	Variance Over/Under	Percentage Variance
Expense:				
<input type="checkbox"/> Benefits	788,837	654,314	(134,523)	85.11 %
4102 - Benefits	158,134	0	(158,134)	0.00 %
4106 - Medical	485,203	471,115	(14,088)	118.25 %
4107 - Medicare	68,550	21,850	(46,700)	54.82 %
4109 - Dental	38,318	29,818	(8,500)	103.23 %
4109 - Vision Care	12,903	13,429	526	104.16 %
4110 - Workers Compensation	94,358	53,199	(41,159)	103.85 %
<input type="checkbox"/> Rental & Supplies	1,292	1,529	236	116.27 %
<input type="checkbox"/> Miscellaneous	676,155	415,723	(260,432)	61.41 %
<input type="checkbox"/> Other Personnel Costs	5,146	3,540	(1,606)	70.16 %
<input type="checkbox"/> Salaries	2,627,154	2,169,495	(457,659)	165.55 %
Total Expense	3,479,175	3,235,804	(243,371)	93.00 %
Net Total	(3,479,175)	(3,235,804)	243,371	93.00 %

Apr 22, 2014 11:34 AM Budget vs Actual Year to Date Page 7

Expand or Collapse each grouping

Clicking on any value displayed in Blue will show the underlying values (actual costs details) that make up the number

The screen below shows the result of clicking on the \$471,115 value on this report

Clicking on blue values (\$471,115 in this case) will show the underlying actual cost values that make up that number, as shown below.

localhost/questicademov5/report_viewer.aspx?ReportID=57&ParameterSetID=4

Actual Cost Details Year To Date

Department: CMP - Comptroller's Division
Reporting Period: January, 2014 To December, 2014 (12 Months)
Fund: <All>; Department: <All>; Cost Center: <All>

GL Account	Date	Cost Center	Item	Description	Supplier	Acct. Ref.	Type	Amount
Operating Expenses								
4106 - Medical	05/31/2014	Revenue			DEF Company		Actual	235,851
	08/30/2014	Accounting					Actual	193,004
	07/21/2014	Budgets and Financial Planning			DEF Company		Actual	42,260
Total								471,115

Apr 22, 2014 11:52 AM Actual Cost Details Year To Date Page 1

Roll up and consolidation budget data

Many of the out-of-the-box reports will automatically roll up and consolidation budget data by cost category codes, object codes, cost centers, departments and/or divisions. In the example below, a standard report called 'Revenue and Expenditure by Department' displays a standard rollup.

localhost/questicademo75/report_viewer.aspx?ReportID=12

Revenues and Expenditures by Department

Budget Year: 2016 & From Stage: <All> To Stage: <All>

Division	Cost Center	2016 Budget
Revenues		351,958,426
Expenditures		361,958,426
Corporate Administration		3,148,524
Corporate Services		3,158,255
Council		974,685
Engineering		145,833,759
Public Works		37,509,226
Public Works-Civic Services		190,572
Support Services		2,465,482
Transportation & Parking Serv.		34,500,876
Underground Utilities & Fac.		70,537,491
Buildings Maintenance (Home)	440,526	
FAC- Community Centres	3,771	
FAC- Parks Facilities	293,837	
FAC-Corporate Offices	750,184	
FAC-Engineering/Public Works	50,816	
FAC-Facilities Administration	639,379	
FAC-Maintenance Administration	201,054	
FAC-Parkades	346,088	
FAC-Protection Services	369,733	
SD Catchment Area Management	114,462	
SD Engineering Administration	162,147	
Benefits	7,259	
Car Allowance / Parking	1,901	
Conferences/Travel	2,155	
Contracted Services	4,535	
Dental	1,238	
Equipment	4,717	
Equipment Rentals	6,464	
Medical	14,123	
Medicare	2,944	
Office Supplies	3,232	
Overtime	2,283	
Salaries - Exempt	54,194	
Salaries - Inside	48,424	
Training and Development	3,267	
Vision	450	
Workers Compensation	4,746	

Divisions

Departments

Cost Centers

GL Cost Categories

Ad-hoc Reporting

In addition to the 90 + out-of-the-box reports that users can immediately utilize Questica has integrated Microsoft's SQL Server **Ad-hoc Reporting** as the cornerstone technology for those who wish to quickly design their own reports.

This technology has many benefits:

- It is web based so users do not require special software loaded onto their computers.
- No query writing is required so there is no need to involve IT resources.
- It includes intuitive interface. Users can drag and drop the information they want to see into a report design window.
- All reports are exportable into PDF Excel XML etc.
-

The Ad-hoc report writing tool is designed for non-technical users who desire quick access to design and create their own reports. It includes an intuitive user interface. Users can drag and drop the information they want to see into a report design window. Ad-hoc reporting solves the most common problem in report design – how to create reports that display the relevant data that users require while having enough flexibility to allow the user to organize and view the data however they wish. Ad-hoc Reporting will provide the users the ability to view data immediately in whatever form they choose without having to request a new customized report. Once developed users can re-use the reports they designed or include them as a part of the Questica Budget application making them available to all users.

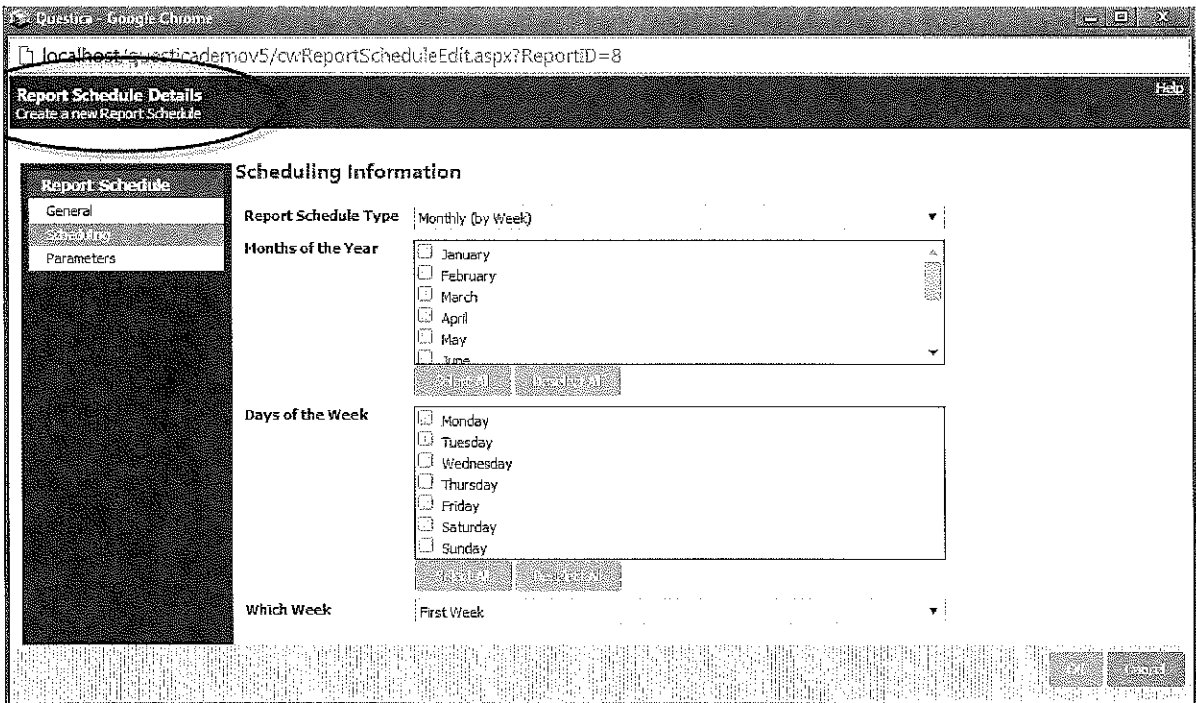
Ad-hoc Report users can also:

- Add their custom titles, graphics, logos
- Drag and drop fields on the grid based on the way they want to see the data on the report
- Make a report into a drill-down report by adding more fields to the grid
- Format the grid by applying fonts, borders, fills and changing the alignments
- Apply formulas as they would in Excel for custom analysis
- Apply filters
- Export reports
- Have saved reports become one of the regular reports available to other users (subject to security permission)

Report Schedule / Scheduling & Delivery of reports

Questica Budget allows users to regularly email the results of a report to a list of users using a "Report Schedule". Once created, the Report Schedule will automatically execute the selected Report and email the result to the selected users based on the scheduling options. The Report Schedule can be unique for each report, and can be setup on an hourly, daily, weekly, monthly, or monthly by week basis. The report results will be included as an attachment to the email, either as a PDF, Word or Excel spreadsheet.

Below is an example of a Report Schedule screen:



Advanced Search

A robust and powerful tool, the Advanced Search feature allows authorized users to perform sophisticated and highly dynamic data analytics/Ad-hoc queries based on specific criteria or descriptive words. Queries are created in a user friendly fashion (see below) where a complex query can be built –one line at a time.

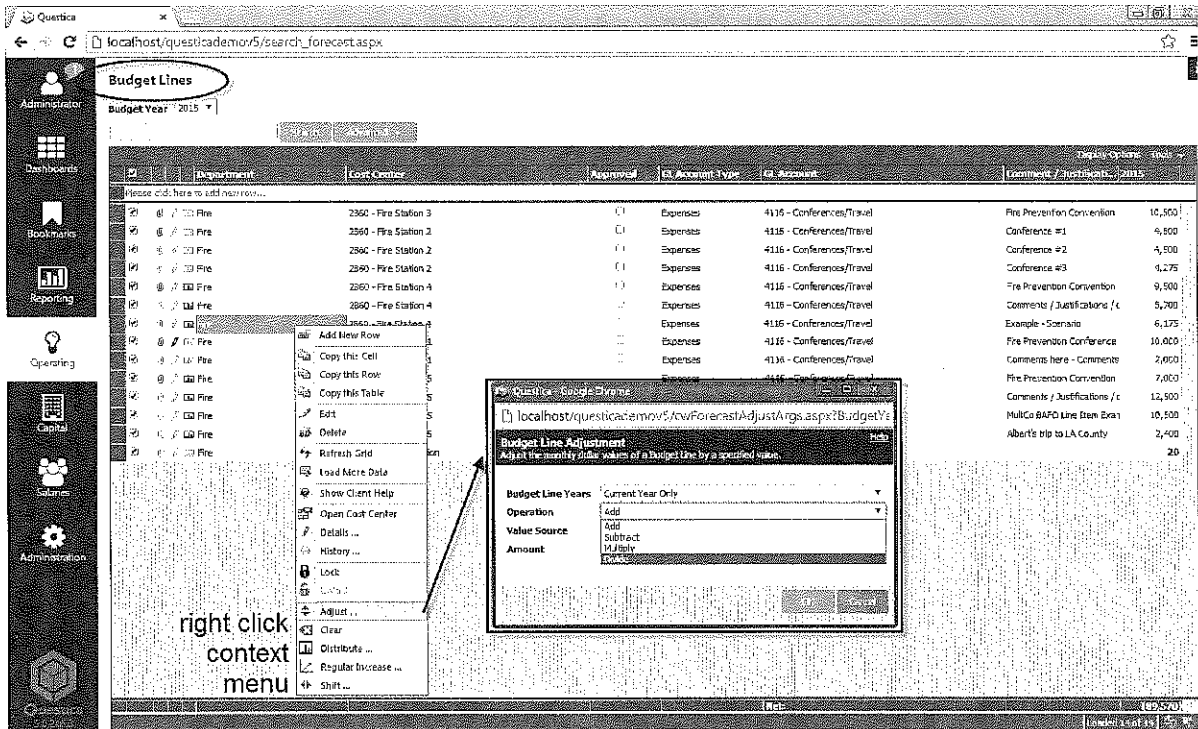
This allows staff to view and update large volumes of data quickly. When presented with the search results staff can analyze and make changes to many line items and accounts as a whole. They can also insert line items to any budget they wish, apply Regular Increases, Distributions, lock or delete specific lines on a large scale.

In the example below, using the advanced search feature, all budget entries associated with a single GL account (Conferences & Travel in this case) for one department are displayed (Fire Dept.).

The screenshot displays the 'Budget Lines' application interface. The main window shows a table of budget lines for the Fire Department. The table has columns for Department, Cost Center, Approval, GL Account Type, GL Account, Comments / Justification, and Total. An 'Advanced Budget Line Search' dialog box is overlaid on the table, showing search criteria: GL Account '4116 - Conferences/Travel', Department 'Fire', and Public Words 'Conferences & Travel'. The search results are displayed in a table below the dialog box.

Department	Cost Center	Approval	GL Account Type	GL Account	Comments / Justification	Total
Fire	2860 - Fire Station 3		Expenses	4116 - Conferences/Travel	Fire Prevention Conference	10,500
Fire	2860 - Fire Station 2		Expenses	4116 - Conferences/Travel	Conference #1	4,500
Fire	2860 - Fire Station 2		Expenses	4116 - Conferences/Travel	Conference #2	4,500
Fire	2860 - Fire Station 2		Expenses	4116 - Conferences/Travel	Conference #3	4,275
Fire	2860 - Fire Station 4		Expenses	4116 - Conferences/Travel	Fire Prevention Conference	9,500
Fire	2860 - Fire Station 4		Expenses	4116 - Conferences/Travel	Comments / Justification /	5,700
Fire	2860 - Fire Station 4		Expenses	4116 - Conferences/Travel	Example - Scenario	6,125
Fire	2860 - Fire Station 1		Expenses	4116 - Conferences/Travel	Fire Prevention Conference	10,000
Fire	2860 - Fire Station 1		Expenses	4116 - Conferences/Travel	Comments here - Comment	2,000
Fire						1,000
Fire						7,000
Fire						12,800
Fire						23,520
Fire						2,400
Fire						20

Once the search results are displayed, users can now manipulate the data in many different ways. For example, if there was a directive to reduce travel expenses by 5% this can be easily accomplished via the 'adjust' feature available by right clicking anywhere on the screen.



In the above example, a 5% reduction would be automatically and immediately be applied to all budget line items associated with this GL Account (Conferences & Travel).

Advanced Budget Search allows power users the ability to view, update, and manipulate large volumes of budget data quickly. All Advanced Search grids are exportable to Excel.

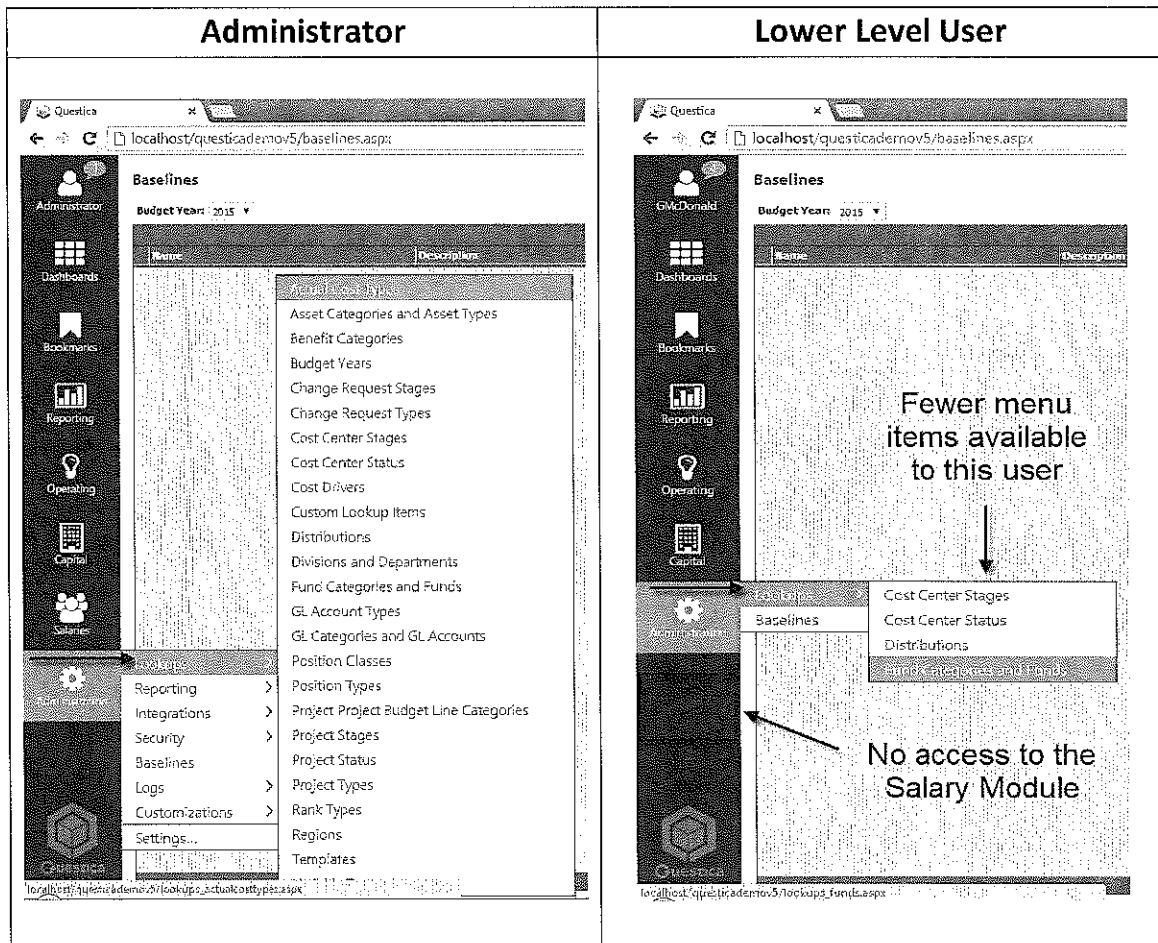
The screenshots above show only one of the many Advanced Search capabilities in the application. Each of the following areas of Questica Budget has its own dedicated Advanced Search function:

- Change Requests (Decision Packages)
- Cost Centers
- Employees
- Forecasts (also called Budget Lines)
- GL Accounts (Objects) and GL Categories
- Operating Impacts
- Actual Costs
- Positions
- Projects
- Project Forecasts (Capital module line items)
- Scenarios (What-ifs)

Security (User Security)

Security is role based and once established, your administrators would be able to determine who is able to view, edit, demote, promote (advance) and lock budgets – at each stage of the budget process. Restrictions to running reports and batch processes, creating scenarios, administrative look-ups, access to actual costs information etc. can easily be established. Administrators can also determine who has access to the budgets and also determine the types of analysis can be performed. Individuals without permission would not be able to view selected system reports and/or perform budget analysis.

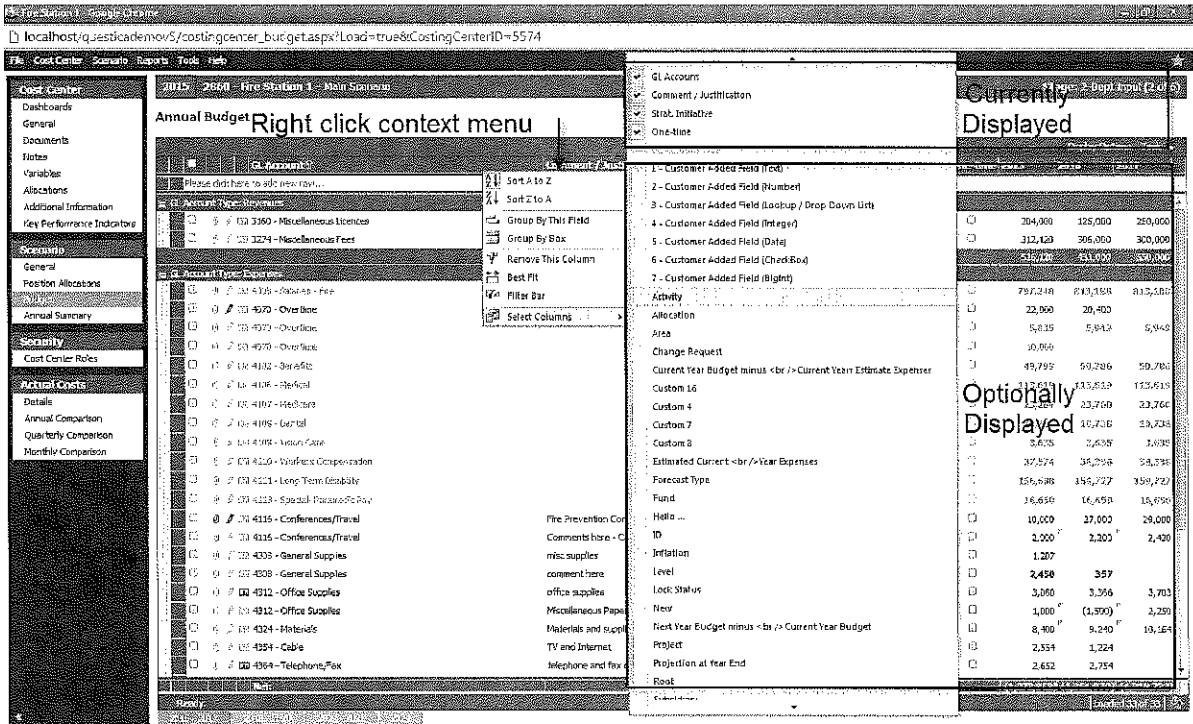
Your permissions determine what you can see and access: A user's interface is dependent on the permissions granted them by the System Administrator. For example, in the screenshots below, the menu listing on the left is that of the Administrator whereas the menu listing on the right is that of another user where the Administrator has granted fewer permissions.



Note the System Administrator has access (permissions) to view each of the primary modules which make up Questica Budget - Operating, Salaries, and Capital (on the left side of the screen) whereas the other user only has access to the Operating and Capital modules. The user on the right has no access to anything related to the Salaries module.

Configurable Screens & Grids (User added columns)

Many screens, as one would expect in any financial application are grids. A grid, similar to an excel spreadsheet is made up of rows and columns. As shown below, a right mouse click on a column header in a grid displays a menu with many timesaving tips and tools, including; sorting, grouping (by field and by box), best fit, remove a column, filter, and add columns (select columns). Adding a column allows users to easily enter an unlimited number of user-defined columns to track additional information. Data types can be defined for each new column (numbers, text, dates, drop-down menus, etc.) In the screen below, 'Strat. Initiative' and 'One-time' are examples of user defined configurable columns. This ability to configure user input screens and add columns allows you to enter and track virtually any budget related data.



Screen Layouts / Color / themes /User controlled display and content

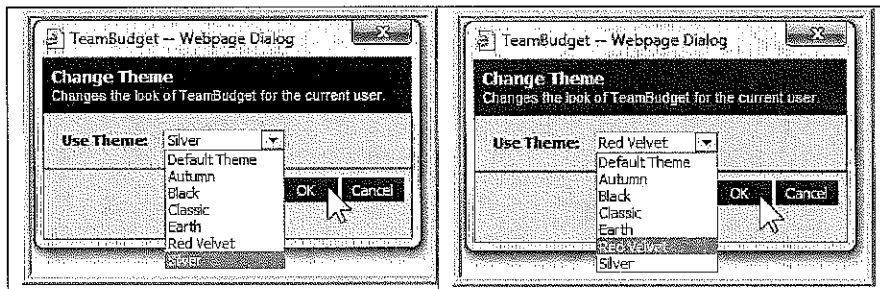
Select Layout - Once a screen / grid has been configured to the users liking, the screen layout can be saved. This can include the number and type of columns (data) the user is interested in, as well as the order of the columns. Screen layouts (see below) can be unique for each individual user or, the same for everyone – as determined by your system administrator.

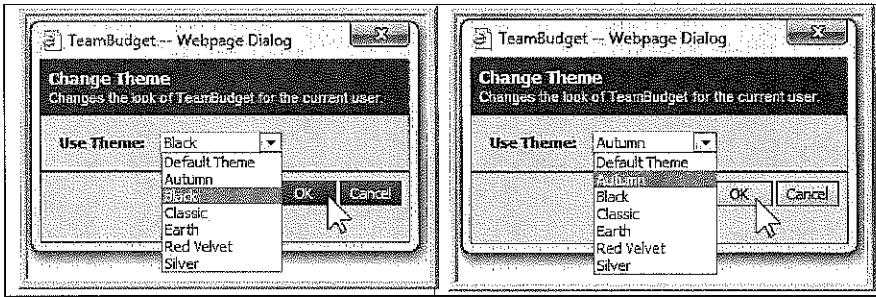
Stage: 2-Dept Input (2 of 6)

Screen Layout Menu ↓

Comment / Justification	Strat Initiative	Standard Grid	Moncton Grid_1	MMSD Grid	Gerry's Grid (Default)	Customized Grid	Andre's Grid	Allan's Grid	Save...	2012-01-01	Delete	Grid Customization Help
						125,000	250,000		813,188	813,188		
Soda Machine revenues						306,000	300,000		20,400			
						431,000	550,800		5,949	5,949		
unplanned overtime						49,759	50,786	50,786				
						113,619	113,619	113,619				
						23,284	23,760	23,760				
						10,738	10,738	10,738				
						3,635	3,635	3,635				
						37,574	38,238	38,238				

Each user can select the color for the application. Selected examples are shown here:





Consistent and logical screen layout (Navigation Bars)

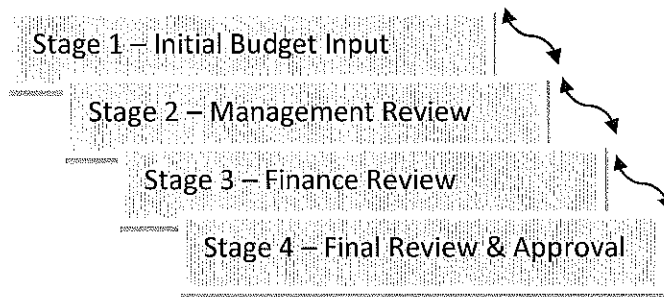
All screens in Questica Budget are all set up in a similar manner, with the details on the larger right pane, and the navigation elements on the smaller left pane. The left pane is referred to as the Navigation Bar, or simply 'Nav Bar.' The Nav Bar help users navigate without extraneous information displayed which is not applicable to that area. Below are 4 examples of selected Navigation Bars:

Cost Center (Operating)	Capital Project	Profile	Position
<div data-bbox="256 638 526 1514"> <p>Cost Center</p> <ul style="list-style-type: none"> Dashboards General Documents Notes Variables Allocations Additional Information Key Performance Indicators <p>Scenario</p> <ul style="list-style-type: none"> General Position Allocations Budget Annual Summary <p>Security</p> <ul style="list-style-type: none"> Cost Center Roles <p>Actual Costs</p> <ul style="list-style-type: none"> Details Annual Comparison Quarterly Comparison Monthly Comparison </div>	<div data-bbox="553 638 823 1514"> <p>Project</p> <ul style="list-style-type: none"> Dashboards General Regions Documents (3) Notes (2) Related Projects Additional Information <p>Scenario</p> <ul style="list-style-type: none"> General Variables Documents (1) Notes Ranks Budget Annual Summary Operating Impacts <p>Security</p> <ul style="list-style-type: none"> Project Roles <p>Project Actual Costs</p> <ul style="list-style-type: none"> Details Annual Summary Annual Comparison Quarterly Comparison Monthly Comparison </div>	<div data-bbox="850 638 1118 1341"> <p>Profile Group</p> <ul style="list-style-type: none"> General Documents (3) Notes Positions Grades <p>Profile Scenario</p> <ul style="list-style-type: none"> Profile Scenario Info <p>Contracts</p> <ul style="list-style-type: none"> Contract 2013 Benefits Scale Jan 2014 Scale Jan 2015 Scale Jan 2016 <p>Security</p> <ul style="list-style-type: none"> Profile Roles </div>	<div data-bbox="1148 638 1408 1318"> <p>Position</p> <ul style="list-style-type: none"> General Employee Allocations Cost Center Allocations Benefits Documents Notes <p>Effective Costing</p> <ul style="list-style-type: none"> Annual Monthly <p>Position-Only Costing</p> <ul style="list-style-type: none"> Annual Monthly </div>

Stages and Workflow

Questica Budget uses the term 'Budget Stage', or simply Stage to facilitate the budget development process and also indicate where a given department is in the annual budgeting process. Each Stage is configurable, and coupled with a workflow (users can enter and approve budgets and escalate them through a series of predefined stages). This workflow controls the access individuals have to the budgets and supports a method to ensure budgets are properly reviewed and approved by all those who are participating in the development process. After staff have entered their budget(s), they are responsible for promoting them (advancing) to the next workflow stage (reports are available to show which departments are at which stage). The system records the budget at each submission stage, so that the changes and modifications to the budget are clearly visible and transparent if requiring review at a later date.

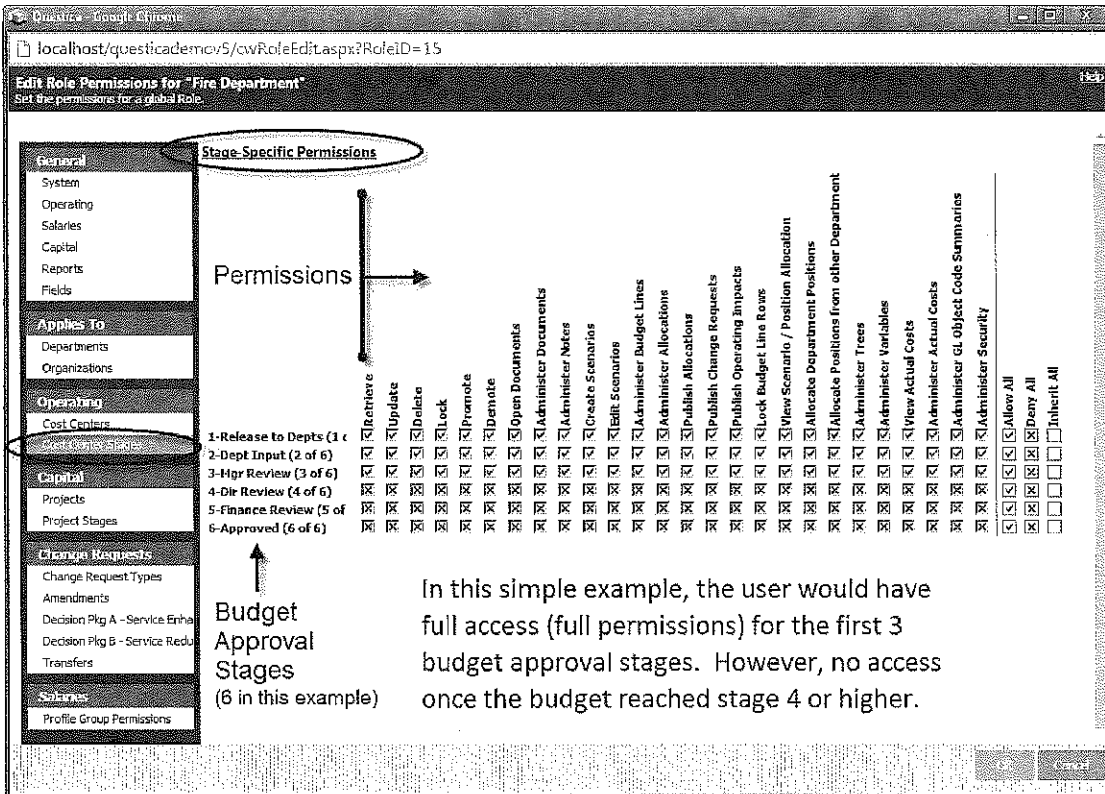
A typical budget might evolve through several approval stages:



Above is an example only – the City can define and configure as many budget stages you wish.

Since this entire process uses the same database in a controlled environment there is no re-entry of data. Reports are generated from the same data that the users entered at their first and subsequent submissions. The budget process is efficient because Questica Budget automatically notifies users via e-mail when their participation is required. As the budget is promoted through the different stages, user permissions (security settings) are triggered, providing the re-assurance that only the appropriate people can modify or view the budget at each stage.

Sample Screen – Budget Approval Stages and related permissions:



In this simple example, the user would have full access (full permissions) for the first 3 budget approval stages. However, no access once the budget reached stage 4 or higher.

Export / Import to Excel / Excel Import Tool

Questica Budget allows authorized users to export the contents of most grids to an Excel spreadsheet. Then users can edit the data on these spreadsheets and import them back into the system to change large amounts of data at once. The spreadsheets generated by the tool must be viewed and edited in Microsoft Excel 2007 or later.

Field Level Security

With Field Level Security you can finely tune the level of access your users have to important budget data. For example, you may want a budget entry user to be able to access and update Costing Centers. However, this user now has access to important fields on the Costing Center, such as which department the costing center belongs to. Changing the department field would cause significant complications. Field Level Security allows general access, while giving you the ability to individually restrict and control specific fields. Field Level Security allows you to lock down important fields to administrators only.

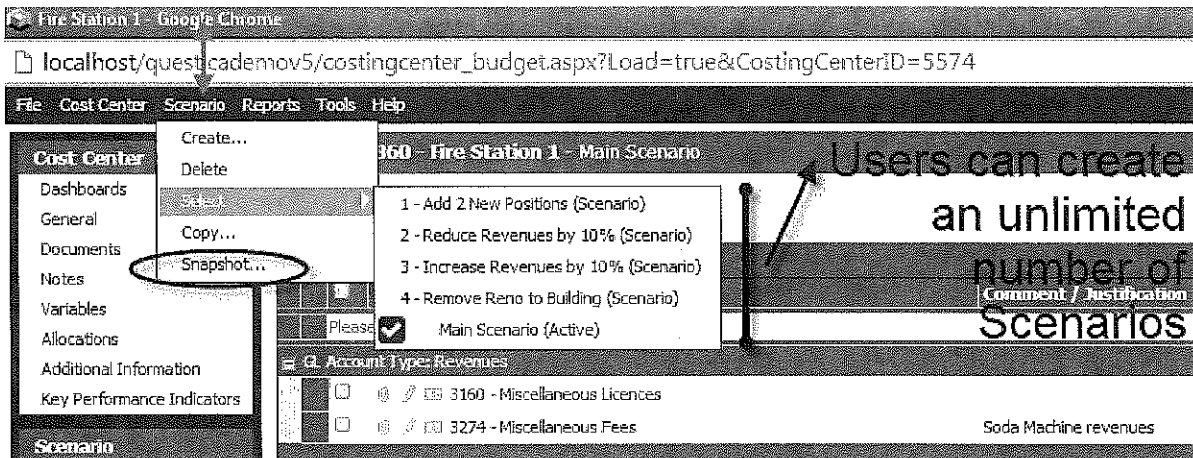
Distributions - spread out amounts

Questica Budget's Distribution feature allows for an annual amount to be spread over certain months (or all months) based on a predetermined calculation. Example, if a user needs to account for snow removal, they may want to distribute the cost of snow removal

only over the winter months and not over the entire year. Distributions can be applied to revenues, expenses and position costs. When applied to position costs, seasonal staff wages for example, can be budgeted to only the months in which they work.

What-ifs Scenarios

All Questica Budget modules have the ability to copy any budget/project/profile/change request/etc. and create as many different 'What-if' scenarios of that budget data as desired. What-if Scenarios can be activated (turned on or turned off) one by one. The Salary module also accommodates different 'What-if' scenarios for salary and benefit data such as, wage increases, COLA increases, collective agreement negotiations, and all related calculations. These alternative budget scenarios are maintained for easy reference however only one budget version (one scenario) can be designated as 'Active'. It is the active budget/scenario that is submitted when the user promotes (advances) the budget to the next approval stage – the next workflow stage.



Reserve Forecasts

The *Reserve Forecasts* feature was specifically designed for tracking reserve balances. This helps Finance to be up-to-date with funds and reserve balances, in real-time.

Each reserve can be associated with a GL account. As users identify their funding sources (i.e. Reserves accounts) for their Capital projects, Finance is able to view their Reserves Balance and Forecasts – the opening balance, the amount being withdrawn from each reserves, any contributions and the closing balance. Out-of-the-box, Questica Budget allows staff to view this information for up to 25 years. This can be extended, should The City wish to display additional years.

Questica Budget also comes with an out-of-the-box report which shows the above information along with the name of each project that is requiring monies from each reserve.

For the tracking of Funds, Questica Budget has a similar feature called "Fund Forecasts," which serves a similar forecast but specifically for Funds.

Fund Balance Forecast

As users create their Capital projects, they are able to copy existing projects, rename them and have multiple scenarios representing a different state of affairs. An example would be to have alternative scenarios, some representing funded projects and other representing non-funded projects.

Finance can then switch between the different scenarios in order to gauge their effects on the Reserve and Fund balances, and the overall budget.

The Reserve Forecast and Fund Balance Forecast features also allow Finance to copy existing Reserve/Fund Forecasts and to create alternative scenarios. For example, one Forecast scenario that has an opening balance of \$1,000,000 with \$500,000 in contributions, and another scenario has an opening balance of \$1,300,000 but with a \$200,000 in contributions. The running balances would be different between the scenarios.

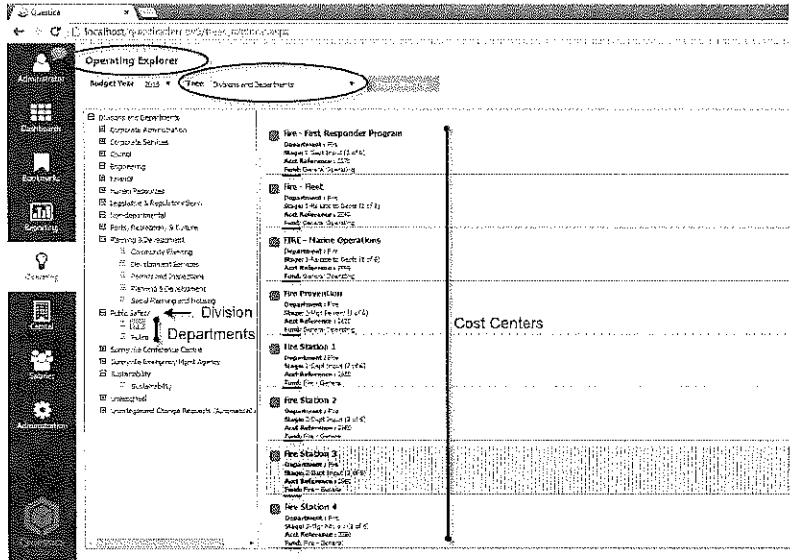
Only one scenario can be active at a time, but Finance would be able to switch between scenarios in order to gauge their long-term effects. This can be viewed onscreen and/or via reports.

Explorer / Multiple funds, departments, and divisions

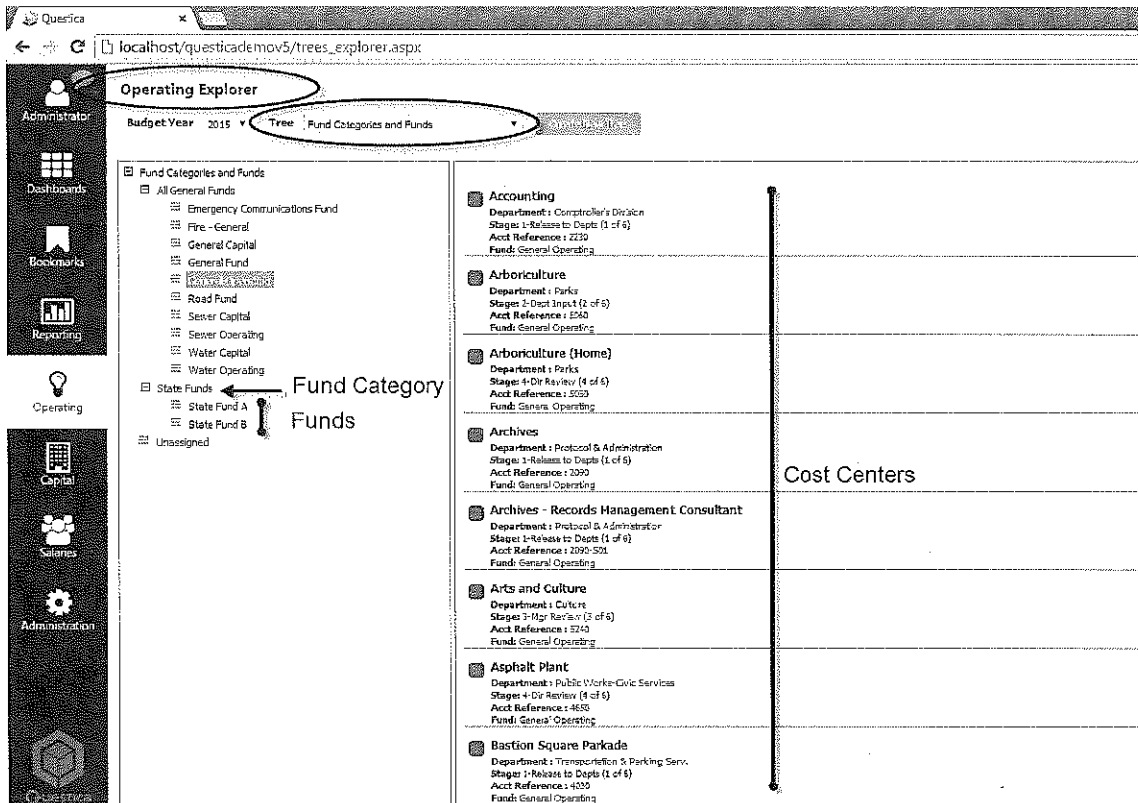
Questica Budget can accommodate an unlimited number of funds, departments and divisions.

Budgets are categorized on an organizational basis where Cost Centers roll-up into Departments and Divisions (or vice versa). Budgets can also be categorized on a Fund basis where Cost Centers roll-up into their respective funds.

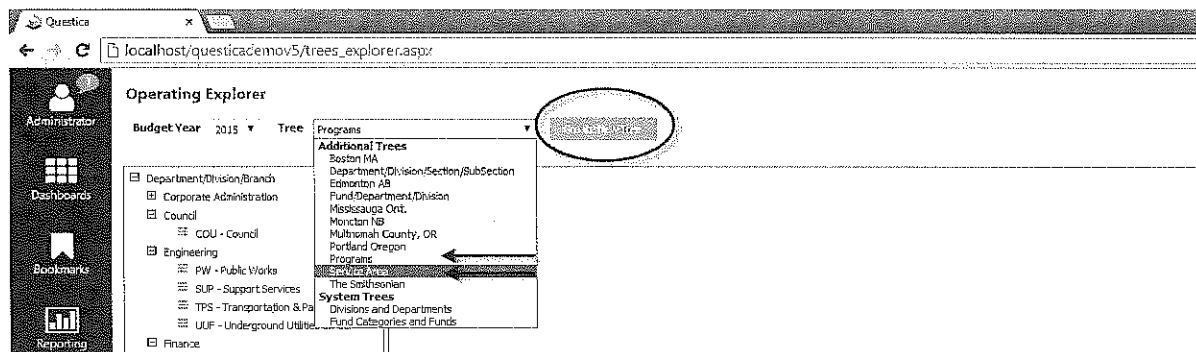
Below is an example of the *Explorer* screen in Questica Budget operating – showing a division/department/cost center/fund structure.



From the pull-down menu (top center) of the above Explorer screen, users can select other 'Trees' – alternative organizational entities by which the budgets can be organized. In addition to the *Divisions and Departments* as shown above, another standard option is *Fund and Fund Category*, as shown below.



In addition to these two examples (divisions and departments / funds and fund categories) users can create their own trees to organize the budgets in virtually any manner needed using the 'Create New Tree' button, as shown below.



Operating Budget Impacts / OBI / OBIs / Link Operating and Capital

All Questica Budget modules share the same interface and a common database (Microsoft SQL Server), allowing all modules to work together. In the case of Operating and Capital, the most obvious synergies between these systems is the *Operating Budget Impacts (OBI's)*. In the Capital module, some capital projects will affect the operating budget in the future (the new community center will need to be staffed). Each Questica Budget Capital project provides for an area to track and record OBI's. Each Operating Budget Impact allows users to specify a Cost Center to which the costs correspond. Publishing the Operating Impact will add the costs directly to the Operating budget by creating Forecasts (budget lines) on the specified Cost Center(s).

Narrative / Comments / Descriptions / Text

Narrative content can be entered and associated with many different areas of the application; including Department, Program Offer, Cost Center, Project, Position, Union (Profile), Employee, to mention just a few. Users can break down individual budgets by line item, identify expenses and funding sources, enter comments for each line item, and attach documents and notes. The Questica Budget Forms Editor (screen editor) feature allows administrators control over the type and amount of content on each of the narrative screens / fields.

A typical narrative screen in Questica Budget might look something like the sample screen below:

The screenshot shows a web browser window with the URL: `localhost/questicademo/costingcenter_general.aspx?CostingCenterID=5574&ScenarioID=5223`. The browser title is "Questica Budget Forms Editor". The interface has a menu bar (File, Cost Center, Scenario, Reports, Tools, Help) and a status bar (2015 - 2010 - Fire Station 1 - Main Scenario | Stage: 2-Dept Impact (2 class)).

Cost Center Information

Name: Fire Station 1
Description: Fire Station 1 serves the westside of the City.

Comments (228/54):
Corporate Strategic Plan Objectives: Social and Cultural Development
- Succession Planning through executive development and education.
- Acquisition of equipment to provide cost-effective "in house" cleaning and disinfectanting fire-fighter protective gear.
- A continued examination of all divisions to identify opportunities to develop revenue producing initiatives.
- Increase school visits and e-Share community fire education and awareness programs.
- Implementation of a "false alarm" bylaw.
- Review of current dispatch services with a view to identifying opportunities to increase efficiencies.
- Continued development of Information Technologies, namely GIS, in order to increase reliability and enhance data retrieval capabilities.

Justification:
Corporate Strategic Plan Objectives: Service and Staff Excellence
The rapidly increasing high rise development within the City of Surrey has created the need for forward thinking in relation to future apparatus requirements and the development of new training and response strategies, add text.
Succession Planning
Expansion of a Regional Dispatch initiative to address the continuing growth of the Region, costly duplication of services and communication technology challenges.
Development of Succession Planning Initiatives to ensure executive development opportunities are available to upcoming officers of the Department.
Lorem Ipsum is simply dummy text of the printing and typesetting industry. Lorem Ipsum has been the industry's standard dummy text ever since the 1500s, when an unknown printer took a galley of type and scrambled it to make a type specimen book. It has survived not only five centuries, but also the leap into electronic typesetting, remaining essentially unchanged. It was popularized in the 1960s with the release of Letraset sheets carrying Lorem Ipsum passages, and more recently with desktop publishing software like Aldus PageMaker including versions of Lorem Ipsum.

Contrary to popular belief, Lorem Ipsum is not simply random text. It has roots in a piece of classical Latin literature from 45 BC, making it over 2000 years old. Richard McClintock, a Latin professor at Hampden-Sydney College in Virginia, looked up one of the more obscure Latin words, consectetur, from a Lorem Ipsum passage, and going through the cites of the word in classical literature, discovered the uncouthable source. Lorem Ipsum comes from sections 1.10.32 and 1.10.33 of "De Finibus Bonorum et Malorum" (The Extremes of Good and Evil) by Cicero, written in 45 BC. This book is a treatise on the theory of ethics, very popular during the Renaissance. The first line of Lorem Ipsum, "Lorem ipsum dolor sit amet...", comes from a line in section 1.10.32.

2860
Manager: Steve Jobb - RFP (5106)
Fund: Fire - General
Department: Fire
Strategic Initiative:

Audit Trails - Logs

The Questica Budget API (Application Programming Interface) was written from the ground up to support a full event model. Virtually all user actions and entries such as logging in, saving a budget, updating a budget, promoting a budget etc. are tracked and recorded in the Audit System. Virtually any event in the system can be logged for later retrieval if necessary. Standard search Type parameters in the log viewer include; date range, user, entity, action type, application event type, and containing text. Below is an example of a search result using the Search Logs feature.

Search Logs

Filter Criteria

From: Thu Apr 17 2014 To: Thu Apr 17 2014

User: Administrator (Administrator)

Entity: Cost Center (CostingCenter)

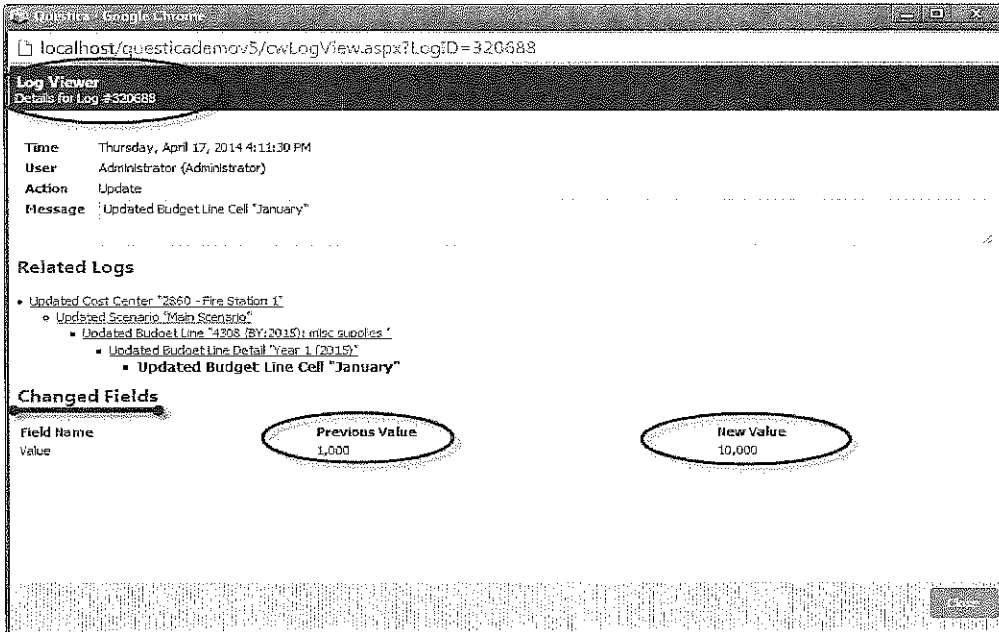
Action Type: Report

Application Event Type: Report

Containing Text:

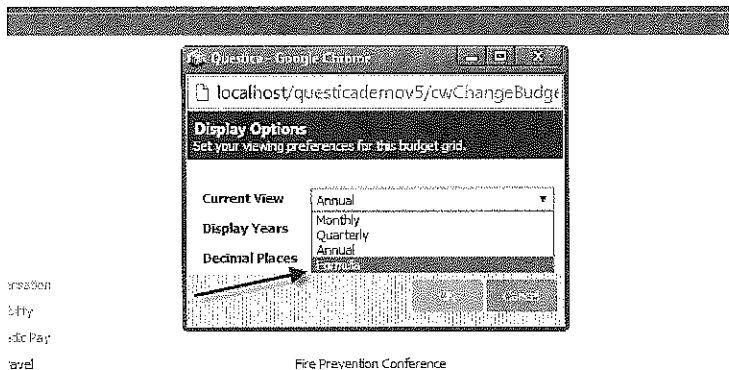
Date	User	Entity	Log ID
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Cost Center (CostingCenter)	1) Updated Cost Center "2040 - Fire Station 1"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Cost Center (CostingCenter)	2) Updated Cost Center "2040 - Fire Station 1"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Cost Center (CostingCenter)	3) Updated Cost Center "2040 - Fire Station 1"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	4) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	5) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	6) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	7) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	8) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	9) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	10) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	11) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	12) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	13) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	14) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	15) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	16) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	17) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	18) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	19) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	20) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	21) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	22) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	23) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	24) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	25) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	26) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	27) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	28) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	29) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	30) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	31) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	32) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	33) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	34) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	35) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	36) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	37) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	38) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	39) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	40) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	41) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	42) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	43) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	44) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	45) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	46) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	47) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	48) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	49) New Report "Openlog Forecast Dashboard"
Apr 17, 2014 11:12:04 AM	Administrator (Administrator)	Report	50) New Report "Openlog Forecast Dashboard"

Clicking on the magnifying glass icon above opens a detailed results screen, showing what was changed – in this case a value was changed from **\$1,000** to **\$10,000**, as shown below.



Formulas / Excel-like budgeting

Questica Budget was designed (from the budget input perspective) to look somewhat like an Excel spreadsheet, as most of our new customers are acquainted with developing budgets in this manner. In addition to the look of a spreadsheet, Questica Budget also has spreadsheet-like capabilities, in that users can enter Excel-type formulas if they wish (not a requirement). Within a Cost Center Current View are several display options including; Monthly, Quarterly, Annual and *Formula* (in addition to number of years, and decimal places), as shown below.



Selecting Formula, users are presented with a modified monthly budget screen with the alphabet letters across the top, and numbers down the left side – as shown below. Any valid excel type formula can now be entered.

localhost/questicademav5/costingcenter_budget.aspx?CostingCenterID=5574&ScenarioID=5223&DisplayOptionsChange=true

File Cost Center Scenario Reports Tools Help

Cost Center: 2015 2860 Fire Station 3 - Main Station

Stage: 2 Dept Input (2 of 6)

Annual Budget Formula View

Enter Excel-type formulas

Account	Description	2013 Actual	2013 Budget	2014 Actual	2014 Budget	2015 Actual	2015 Budget	2016 Actual	2016 Budget
9 2 30 4822 - Repairs and Maintenance	Renovations to sleeping quarters		312,000		312,000				
9 2 30 4821 - WD Regular Time			312,120		312,120				
9 2 30 4374 - Miscellaneous Fees	Code Machine revenues		312,120		312,120				
9 2 30 4364 - Telephone/Fax	Telephone and fax charges		221		221				
9 2 30 4354 - Cable	TV and Internet		2,554		2,554				
9 2 30 4366 - Water	Filtered drinking water		612		612				
9 2 30 4374 - Materials	Materials and supplies		8,400		8,400				
9 2 30 4312 - Office Supplies	office supplies		255		255				
9 2 30 4308 - General Supplies	misc supplies		1,507		1,507				
9 2 30 4308 - General Supplies	computer		735		490		245	400	
9 2 30 4822 - Repairs and Maintenance	maint of water pumping equipment		1,428		1,428				
9 2 30 4822 - Repairs and Maintenance	Composting Program		4,400		4,400				
9 2 30 4136 - Conferences/Travel	Fire Prevention Conference		10,000		10,000				
9 2 30 4822 - Repairs and Maintenance	Snow Removal - Mt Rose - HD Stripes		3,600		1,400		1,200	2,400	
9 2 30 4308 - General Supplies			55,494		56,494		56,494	56,494	
9 2 30 4308 - General Supplies			14,110		14,110		14,110	14,110	
9 2 30 4308 - General Supplies			12,355		12,355		12,355	12,355	
9 2 30 4112 - Special-Farmed:Pay			1,769		1,769		1,769	1,769	
9 2 30 4070 - Overtime	unplanned overtime		22,000		22,000				
9 2 30 4360 - Miscellaneous Licenses			204,000		204,000				
9 2 30 4364 - Telephone/Fax			6,000		6,000				
9 2 30 4308 - General Supplies			5,481		5,481		5,481	5,481	
9 2 30 4308 - General Supplies			1,530		1,530		1,530	1,530	
9 2 30 4308 - General Supplies			235		235		235	235	
9 2 30 4308 - General Supplies			235		235		235	235	
9 2 30 4308 - General Supplies			8,127		8,127		8,127	8,127	
9 2 30 4070 - Overtime			457		457		457	457	

Annual Budget (Summary View)

The Annual Budget (Summary View) screen as shown below reflects both past budget years (budget and actuals for two previous years), the current year (budget and YTD actuals) and any number of future budget years selected.

localhost/questicademav5/costingcenter_annualsummary.aspx?CostingCenterID=5232&ScenarioID=4396&DisplayOptionsChange=true

File Cost Center Scenario Reports Tools Help

Cost Center: 2014 2860 Fire Station 3 - Main Station

Stage: 6 Approved (6 of 6)

Annual Budget (Summary View)

PAST CURRENT YTD FUTURE >>>

Account	2012 Actual	2012 Budget	2013 Actual	2013 Budget	2014 Actual	2014 Budget	2015	2016
9 2 30 4360 - Miscellaneous Licenses	127,134	200,000	133,554	200,000	140,311	204,000	125,000	230,000
9 2 30 4374 - Materials	277,255	306,000	291,150	306,000	305,707	312,120	306,000	300,000
9 2 30 4308 - General Supplies	41,493	205,000	42,604	204,000	45,938	216,120	43,100	200,000
9 2 30 4308 - General Supplies	462,251	644,511	516,553	765,101	542,706	726,220	757,100	615,106
9 2 30 4010 - Salaries - Evemot	61,789	61,572	61,572	61,572	50,172	50,172		
9 2 30 4070 - Overtime	15,903	75,103	14,598	27,611	15,329	77,704	14,230	5,536
9 2 30 4102 - Benefits								
9 2 30 4105 - Medical	76,273	628,931	82,128	112,622	86,297	313,458	113,229	113,639
9 2 30 4107 - Medicare	6,600	12,339	6,494	11,171	6,916	22,760	22,502	23,751
9 2 30 4109 - Dental	6,977	12,312	7,326	10,714	7,693	10,730	10,730	10,730
9 2 30 4129 - Vision Care	2,490	3,106	2,219	3,648	2,859	3,214	3,654	3,654
9 2 30 4130 - Workers Compensation	33,638	39,754	27,257	36,569	28,639	34,956	37,365	38,345
9 2 30 4111 - Long Term Disability	87,233	165,814	91,633	180,297	96,241	162,581	156,613	150,735
9 2 30 4112 - Special-Farmed:Pay	11,304	18,200	11,671	16,650	12,463	16,490	16,500	16,600
9 2 30 4136 - Conferences/Travel	11,841	10,000	12,493	5,000	13,053	6,000	76,000	32,000
9 2 30 4308 - General Supplies	11,576	15,301	12,155	15,300	15,702	17,077		157

Baselines

Questica Budget offers a feature called 'Baselines,' which are snapshots/reports of all budget data across the entire organization at a point in time, or at any point in time. There is no

limit to the number of Baselines you can generate. Questica Budget's Baseline reports allow users to compare one baseline versus another (or multiple baselines) in order to see what has increased decreased or not changed, at a very high level.

For example, if a user wished to take a snapshot of the preliminary budget prior to the next phase or review or council meeting, a baseline report can be easily generated.

Common examples include; Executive Proposed Budget, Approved Budget, Amended Budget, Adopted Budget, etc.

Baseline reports warrant a category onto themselves in the Questica Budget Report Center. Below is a sample of one baseline report – 'Baseline Comparison by Department' showing the dollar value and percent differences from 'Proposed Executive Budget' and 'Approved Budget.' Other baselines can be added for comparison purposes, up to a maximum of 5.

Baseline Comparison By Department

Budget Year: 2014, Expand To: Department, Only Changed: No
 Baseline 1: Proposed Executive Budget
 Baseline 2: Approved Budget
 Division Or Department: <All>
 GL Category Or GL Account: <All>

Description	Proposed Executive Budget	Approved Budget	Difference	Percentage Difference
Corporate Administration	2,877,622	2,877,622	0	0.00%
City Manager's Office	2,042,135	2,042,135	0	0.00%
Corporate Communications	733,462	733,462	0	0.00%
Mayor's Office	201,995	201,995	0	0.00%
Corporate Services	2,679,422	2,679,422	0	0.00%
Information Technology	2,679,422	2,679,422	0	0.00%
Council	919,115	919,115	0	0.00%
Council	919,115	919,115	0	0.00%
Engineering	47,078,514	46,103,929	1,974,585	104.38%
Public Works	33,173,335	33,117,160	56,175	100.17%
Public Works-Civic Services	17,686	14,208	3,458	124.34%
Support Services	2,627,704	2,627,412	292	100.01%
Transportation & Parking Serv.	11,372,335	10,862,468	509,869	104.66%
Underground Utilities & Fac.	(112,527)	(1,517,297)	1,404,770	7.42%
Finance	4,656,650	4,656,650	0	0.00%
Comptroller's Division	3,280,728	3,280,728	0	0.00%
Finance Administration	323,339	323,339	0	0.00%
Supply Mgmt Services	1,052,586	1,052,586	0	0.00%
Human Resources	1,779,329	1,779,329	0	0.00%
Health, Safety and Rehab Admin	268,738	268,738	0	0.00%
Human Resources Administration	1,410,591	1,410,591	0	0.00%
Legislative & Regulatory Serv.	2,981,204	2,960,006	21,198	100.72%
Bylaw & Licensing Services	1,128,725	1,123,888	4,839	100.25%
Legislative Services Div.	1,078,613	1,079,613	0	0.00%
Planning & Policy	307,639	307,639	0	0.00%

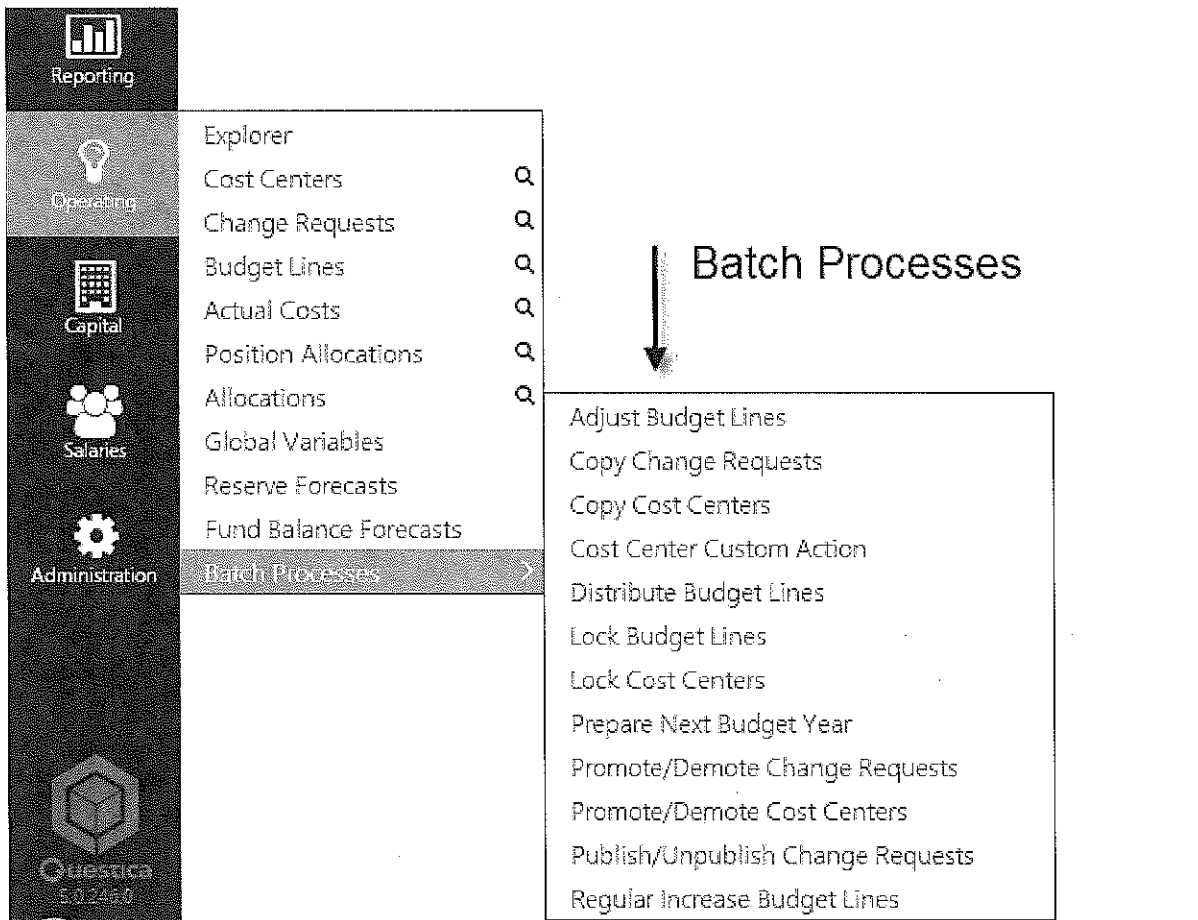
Batch Process / Mass Editing / Mass maintenance

Batch processes are functions intended to automate otherwise repetitive processes/tasks.

Batch Processes can also be thought of as a type of 'mass maintenance', allowing you to

modify large amounts of data easily. Some of these include locking cost centers on mass, promoting a large number of budgets to another stage (i.e. approved), coping cost centers/projects, all at the same time.

Batch Processes are available from the Administration Menu > Batch Processes, as shown below.



Forms (Screen Editor / Forms Editor)

As a mature and feature rich application, Questica Budget has hundreds of existing forms, and the ability to add/modify/edit these forms, or create net new forms.

Below is a partial listing of selected (existing) forms in Questica Budget:

<ul style="list-style-type: none">• Cost Center• Project (Capital Project)• Position• Profile (collection of positions)• Employee• Benefits• Report Center	<ul style="list-style-type: none">• Reserve Forecasts• Fund Balance Forecasts• Change Requests (Decision Packages)• Advanced Search (many forms are dedicated to search)• Operating Budget Impacts• Actual Costs
--	---

New Forms and new Fields can be added to the application – below is the ‘create new field’ dialog box. Data types for new fields can be: String, BinInt, Boolean, Date, Guid, Integer, Lookup and Number.

The screenshot shows a web browser window titled 'Questica - Google Chrome' with the address bar displaying 'localhost/questicademov5/cwFieldEdit.aspx?Mode=New&EntityID=146'. The main content area is a 'Create New Field' dialog box. The dialog has a title bar with 'Questica' and 'Help' buttons. Below the title bar is a subtitle: 'Create New Field' and a description: 'the properties of a field on a Questica Entity.' The form contains the following fields and controls:

- Entity:** Action
- Caption:** Any Field can be given any name (Caption) you like
- Field Name:** Custom_AnyFieldcanbegivenanynameCaptionyoulike
- Data Type:** Number
- In Use:**
- Required:**
- Read Only:**
- Securable:**
- Minimum Value:**
- Maximum Value:**
- Format String:**
- Aggregation Type:** Sum
- Field Description:**

At the bottom left, there is a checkbox labeled 'Override Field Name'. At the bottom right, there are two buttons: 'OK' and 'Cancel'.

C. Description of Required Services

Description of Required Services

Purpose: The requirements listed below outline the City's desired functionality. Selecting a vendor that meets the requirements help minimize the City's risk, increases efficiencies and ensure the new technologies align to the City's IT strategy. If for some reason all requirements cannot be met by any vendor, the City's project manager plans to work with the City's CIO on next steps.

Classification definition:

- **Mandatory** features must be included for the system to function.
- **Required** features should be included but the system can function without them.
- **Desired** features are nice to have but are not needed for the system to function.

Instructions: In the "vendor response" column, proposers are required to respond with 'yes' indicating that the requirement is met or 'no' that the requirement is not met. For comments, proposers are encouraged to submit a separate document identifying how requirements are met. Proposers need to ensure that the same order as below is kept and that the respective ID number is referenced.

Functional Requirements

The following functional requirements define specific behavior or functions required of the system.

Integrated Budget System – General

ID	Requirement	Classification	Vendor Response
1a	Integrated Operating and Capital Budget System with approximately 55 funds and thousands of expenditure and revenue appropriations	Mandatory	Questica Budget is a comprehensive solution that allows for Operating, Capital, Payroll budget, along with Allocations. Questica Budget will be configured to mirror The City's accounting and organizational structure. Questica will work with The City to define and import the organization structure(s) and Chart of Accounts found in the financial system.

			<p>The Questica Budget feature known as System Trees provides for multiple hierarchy structures for rolling up The City's organizational structure. One System Tree is based on Division/Department while the other allows for rollup by Fund(s). Many system reports display data according to the System Trees and the organizational structure therein.</p> <p>In addition to System Trees, staff can create user-defined Additional Trees allowing for many more hierarchical structures beyond Division/Department and funds. These Additional Trees have no effect on the System Trees nor the underlying organizational and account structures. There is no limit to the number of Additional Trees that can be created. Questica Budget offers a report that shows revenues and expenditures for each Additional Tree created.</p>
1b	Access to about 50 users citywide	Mandatory	All 50 users from across the City will have access to Questica Budget.
1c	Tracking of revenues, expenditures, and positions by Budget version (e.g.: Initial,	Mandatory	Yes. Questica Budget offers a feature called 'Baselines,' which are

	Requested, Proposed, Adopted, and Amended/Adjusted)		snapshots/reports of all budget data across the entire organization at a point in time, or at <i>any</i> point in time. There is no limit to the number of Baselines you can generate. Questica Budget's Baseline reports allow users to compare one baseline versus another (or multiple baselines) in order to see what has increased decreased or not changed, at a very high level.
1d	Transfer entries are correctly recorded in both funds affected by the transfer	Mandatory	Yes. Transfers can be done via the Change Requests feature will allows monies to be moved from one fund to another, among other functionality.
1e	Ability to re-label existing system field descriptions	Desired	Yes. All fields within Questica Budget can be relabelled according to City specification.
1f	Ability to "bookmark" certain areas of the budget system	Desired	Yes. Cost centers, projects, employees, positions, profiles, Change Requests and reports can be bookmarked.
1g	Ability to redesign the budget structure	Required	Yes. By default, Questica Budget provides two System Trees (organizations/budget structure). These trees can be reconfigured as required. Additional user-defined Trees can also be created allowing staff to drag and drop departments, divisions and budgets from one

			node on the Tree to another.
1h	Ability to copy "prior year" data (e.g.: forecast analysis, budget change requests) to the current budget year	Required	Yes. Users are able to copy any cost center/project from previous years, and use them as the basis of the current budget year.
1i	Ability to develop multi-year source and use fund statements	Required	Yes. This information can be viewed onscreen and via reports.

Interface with PeopleSoft

ID	Requirement	Classification	Vendor Response
2	Includes the ability to interface with PeopleSoft Financials and HCM Version 9.1 or higher to upload and download financial and position data -- please explain details	Mandatory	Yes. The integration between Questica Budget and PeopleSoft will be established during the implementation process. This will allow for actual costs to be brought into Questica Budget and for budget information to be brought into PeopleSoft. See " <u>Chapter 4</u> " under <u>Interface/Integration Approach</u> " for more information.

Salary and Benefit Cost Budgeting and Modeling

ID	Requirement	Classification	Vendor Response
3a	Upload position cost information (e.g.: salary, special pays, pension, health costs, FTE, FTE program allocation) fully and for specific fields from PeopleSoft	Mandatory	<p>Yes. The process for loading (importing & exporting) HR/payroll data into the system is via the 'Salaries Synchronization Tool'. This provides a mechanism to review and commit the changes to the Questica Budget Salaries module. This application interface allows the user to determine precisely which changes should be brought over from the HR system.</p> <p>See <u>"Interface/Integration Approach" Under "Salaries / Synchronization"</u> for more information.</p>
3b	Calculate personnel expenditure by position, department, program, fund, detail (e.g.: salary, pension, retiree healthcare, special pays, health benefits) for 10 employee bargaining units with various benefit levels	Mandatory	<p>Yes. This would be done via the Salaries module, which supports the ability to accurately model and forecast all costs associated with positions and employees. Each Position is associated with a default GL Account and is then assigned a pay grade, step, contract, pay scales and benefits (start and end dates can be associated to each). Union/Bargaining Unit affiliations (Profiles), job titles, and job numbers can also be entered for each employee and</p>

			<p>each employee can be allocated to a position or multiple positions in different departments or funds. Throughout the year, adjustments such as cost of living adjustments, new benefits etc. can be made. Position costs can be generated for an unlimited number of years and can be broken down on an hourly, monthly or yearly basis. Each positions cost can be associated to any one (or multiple) costing centers belong different departments/fund. This association/allocation can range from 0-100% with each costing center belonging to a department or fund. Position data can be imported from HR systems into Questica Budget. Salary/Position Planning reports can also be generated for analysis purposes.</p>
3c	Ability to model total compensation (e.g.: salary, special pays, health plan costs, pension rates) changes by position and bargaining unit.	Required	Yes. This would be done via the Salaries module. See answer to questions above.
3d	Ability to assign multiple funding sources to a position	Required	Yes. This would be done via the Salaries module. See answer to 3b above.
3e	Ability to forecast current year salary and benefits.	Required	Yes. Forecasting can be done for as many years as the City wishes.

3f	Ability to add new positions created during the budget process including salary, special pays, health plan costs, pension rates and other associated costs i.e. Vehicle, computer, furniture, supplies etc.	Required	Yes. Adding, deleting, update positions and employees can be done at any time.
3g	Ability to track vacant, frozen and managed hiring freeze positions.	Required	Yes. This can be done via the Salaries module.
3h	Ability to report on position changes between budget versions.	Required	This may require a custom report.

Cost Allocation Plans

ID	Requirement	Classification	Vendor Response
4a	Development of cost allocation plans for internal support functions as well as Internal Service Funds	Required	Yes. This can be done via the Allocations module. See <u>“Chapter 4-Description of Other Recommended Features”</u> under <u>“Allocations Module”</u> for more information.

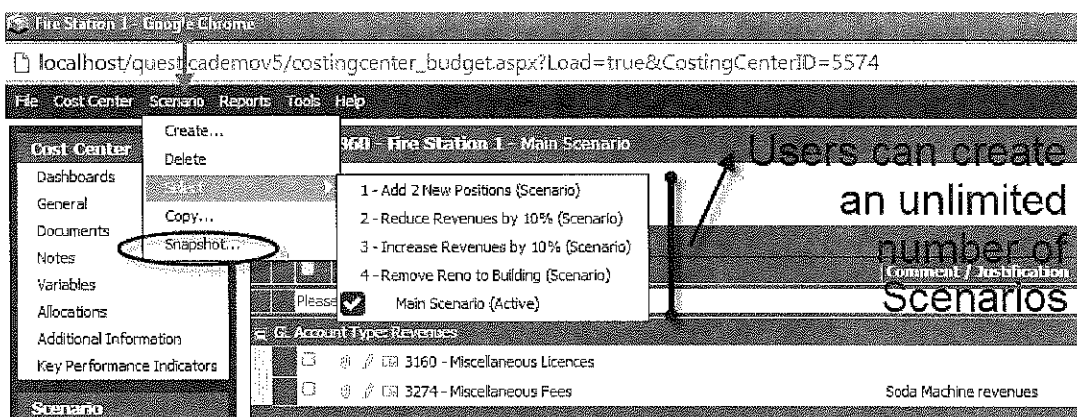
Estimated Resources

ID	Requirement	Classification	Vendor Response
5a	Ability to input revenue account estimates by Fund, department and program	Required	Yes. Revenues account estimates can done by fund, department and program.
5b	Ability to input other financing sources account estimates by Fund, department and program	Required	Yes. This can be done within Qwestica Budget.
5c	Ability to input transfer account estimates by fund, department and program	Required	Yes. This can be done within Qwestica Budget.

Forecast Development

ID	Requirement	Classification	Vendor Response
6a	After development of the requested Budget (first year of Forecast), ability to model five years of Forecast data with adjustments (e.g.: annual percentage compounded; different percentages for Forecast years; associated benefit percentages; manual inputted amounts) to revenues and expenditures	Required	<p>Yes. There is no limit to the number of years that can be budgeted and forecasted within Questica Budget.</p> <p>Questica Budget's "Regular Increase" feature allows users to apply increases/decreases at the line item, budget, department, and organization level. Once a change is made at any of those levels, they are automatically reflects at the other levels.</p>
6b	Parallel development of various Forecast Models	Required	<p>Yes. Forecast modeling can be done for the Operating budget (cost centers), capital projects and Salaries.</p> <p>For budgeting, forecasting and analysis purposes (whether for revenues or expenditures), Questica Budget provides users with the ability to copy a cost center(s), give it a name, and make changes as they see fit. They can also create scenarios from scratch. These alternative budgets are maintained for easy reference and may look entirely different from the first scenario. However, only one version can be designated as</p>

			<p>'Active'. It is the active scenario that determines the costing of the positions within the Profile. Each scenario can be made "Active" at a time, in order to gauge its effect on the position costing.</p>
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Users are also able to forecast for multiple years using Qestica Budget's "Regular Increase" feature to increase or decrease an entire cost center/project by a specific amount or percentage. Individual Line Items can also be adjusted by a specific amount or percentage. Alternatively, formulas can be used with Variables (cost drivers) to provide a more specific value that will self-maintain itself based on cost driver changes. There is no limit to the number of years that can be forecasted within Qestica Budget.

6c	<p>Ability to use past fiscal year actual data and current fiscal year projected data to forecast future expenditure levels</p>	<p>Required</p>	<p>Yes. Forecasting can be aided by using the <i>Annual Budget (Summary View)</i> screen within Qestica Budget, which shows 2 prior year's budget and actual costs, the current year's budget and actuals and the forecast years. Essentially, a user could scroll from left to right in order to see how their budgets have done in the past, how their currently doing and how they plan on doing in the future.</p>
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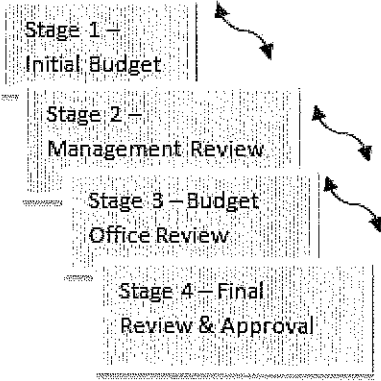
The Annual Budget (Summary View) screen as shown below reflects both past budget years (budget and actuals for two previous years), the current year (budget and YTD actuals) and any number of future budget years selected.

The screenshot shows a web-based interface for budget management. The main area is a table titled 'Annual Budget (Summary View)' with tabs for 'PAST', 'CURRENT YTD', and 'FUTURE >>>'. The table has columns for 'Account?', '2012 Actual', '2013 Budget', '2013 Actual', '2013 Budget', '2014 Actual', '2014', '2015', and '2016'. The rows list various cost centers and their corresponding budget and actual values for each year.

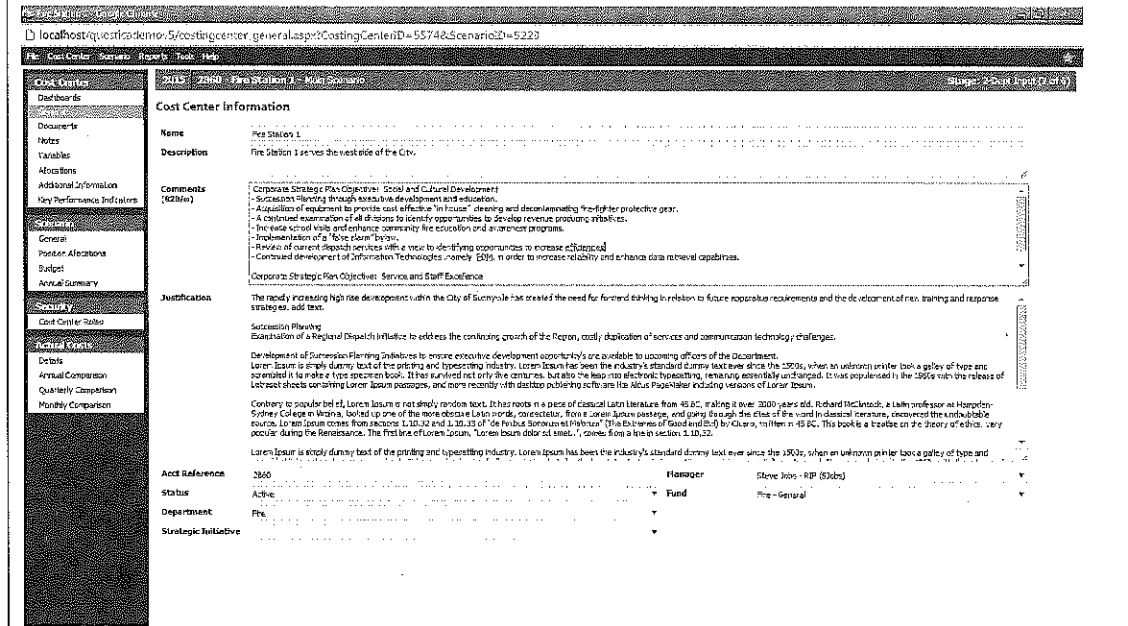
Account?	2012 Actual	2013 Budget	2013 Actual	2013 Budget	2014 Actual	2014	2015	2016
4100 - Miscellaneous Licenses	127,394	300,000	125,554	300,000	146,231	204,000	125,803	250,000
4100 - Miscellaneous Fees	277,285	300,000	293,150	306,000	305,707	312,120	305,000	300,000
4100 - Salaries - FIC	492,281	544,811	515,861	795,801	512,708	719,672	737,259	610,564
4100 - Salaries - Exempt	81,787		85,879		90,172		69,791	
4100 - Overtime	15,692	75,103	14,558	27,611	15,328	27,754	26,333	5,944
4100 - Benefits								
4100 - Medical	70,274	130,951	82,138	113,623	86,837	113,745	113,628	113,628
4100 - Medicare	6,096	12,329	8,494	11,171	8,319	23,475	15,322	23,475
4100 - Dental	6,977	12,312	7,326	10,734	7,893	10,728	10,728	10,728
4100 - Vision Care	2,990	4,106	2,719	3,649	2,853	3,645	3,054	3,054
4100 - Workers Compensation	25,959	39,794	27,257	36,569	29,618	34,326	27,985	36,345
4110 - Long Term Disability	67,297	165,814	91,658	150,797	96,211	105,911	176,118	159,220
4113 - Sickness/Paternity Pay	13,306	16,900	11,671	16,650	12,403	16,429	11,583	16,522
4116 - Car Allowance/Travel	11,641	10,000	11,633	5,000	13,099	4,448	15,187	52,692
4200 - General Supplies	13,576	13,301	11,173	15,700	12,763	3,807	397	

Workflow Capabilities

ID	Requirement	Classification	Vendor Response
7a	Flexible workflow system (including delegation of approval and/or parallel approvals) for budget change modifications for various budget versions (e.g.: initial, requested budget, proposed budget) and modifications to the adopted budget including internal department approval, multi-department approvals (e.g.: Information Technology Department for IT requests), and Budget Office approvals	Mandatory	<p>Yes. Questica Budget uses the term 'Budget Stage', or simply Stage to facilitate the budget development process and also indicate where a given department is in the annual budgeting process. Each Stage is configurable, and coupled with a workflow.</p> <p>Questica Budget uses a methodology that introduces a controlled environment with a workflow component – users can enter and approve budgets and escalate them through a series of predefined stages. This workflow controls the access individuals have to the budgets and supports a method to ensure budgets are properly reviewed and approved by all those who are participating in the</p>

		<p>development process. After staff have entered their budget(s), they are responsible for promoting it (advancing it) to the next workflow stage (reports are available to show which departments are at which stage). The system records the budget at each submission stage, so that the changes and modifications to the budget are clearly visible and transparent if requiring review at a later date.</p> <p>A typical budget might evolve through several approval stages:</p>  <pre> graph TD S1[Stage 1 - Initial Budget] --> S2[Stage 2 - Management Review] S2 --> S3[Stage 3 - Budget Office Review] S3 --> S4[Stage 4 - Final Review & Approval] </pre> <p>Above is an example only - The City can define and configure as many budget stages you wish.</p> <p>Since this entire process is using the same database in a controlled environment there is no re-entry of data. Reports are generated from the same data that the users entered at their first and subsequent submissions. The budget process is efficient because Questica Budget automatically notifies users via e-mail when their participation is required. As the budget is promoted through the different stages, user permissions (security settings) are</p>
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A typical narrative screen in Questica Budget might look something like the sample screen below:



7c	Searchable comments or notes function	Desirable	<p>Yes. This can be done via the Advanced Search feature which allows authorized users to perform sophisticated and highly dynamic data analytics/Ad-Hoc queries based on specific criteria or descriptive words. Queries are created in a user friendly fashion where a complex query can be built—one line at a time.</p> <p>See “Chapter 4” under “Description of Other Recommended Features” under “Advanced Search” for more information.</p>
7d	Allows for the attachment of supporting documents	Required	<p>Yes. Supporting documents can be attached at the line item, cost center, project, employee, Profile, and position. There is no limit to the types of documents and the number of documents that can be attached within Questica Budget.</p>

7e	Allows for reviewers and approvers to comment on decision of budget change requests	Required	Yes. This can be done via the Notes and comments features within Questica Budget.
7f	Provides for email notification	Required	<p>Yes. This can be done via the Email Notifications feature which allows users to receive email notifications each time a predetermined event occurs. A perfect example of email notifications being used is via the Workflow feature, where staff at each level of the approval process received emails each time a budget is promoted or demoted.</p> <p>Notifications can also be set up in order to be alerted when someone deletes/changes a budget, or adds/deleted/changes a scenario.</p>

Budget Balancing

ID	Requirement	Classification	Vendor Response
8	Ability to balance budgets within the system for various funds	Required	<p>Yes. Several features are available to assist in this area, including the Fund Balance Forecast feature within Questica Budget, which allows the Finance/Budget Department to track the balance of each Fund. Also available is a feature called 'Force Balance' which when initiated will require that selected budget elements (Funds, etc.) be balanced (Revenues = expenditures) at specified budget stages. Generally speaking, this feature is typically used once the budget is getting close to the</p>

			approval stage. Also, there are a number of reports that can aid in ensuring that the budgets and Funds are balanced.
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Fee Development

ID	Requirement	Classification	Vendor Response
9a	Identification of fee cost components (e.g.: fully loaded personal services cost by position; percent of positions; related cost allocation percentages; non-salary costs)	Desired	This will require a customization. Below is a screenshot of such a customization that was done for another client.

Fee Information

Fee Name

Prepared By

GL Account

Overhead Rates

Unproductive Time Rate

Department Cost Allocation Rate

City-wide Cost Allocation Rate

Non-Salary Costs

Non-Salary Cost

Technology Enhancement Fee

Apply Technology Enhancement Fee

Staffing Cost Calculations

Add, remove, or modify staffing cost calculations for this Fee

Fee Costing Details

Salary Costs	\$31.49
Overhead Costs	\$7.27
Non-Salary Costs	\$0.00
Technology Enhancement Fees	\$0.00
Total Per Fee Cost	\$38.76

Cost Recovery Level and Revenue Estimate Calculations

Fee Charged		% Cost Recovery	
Current Fee	Proposed Fee	Current Fee	Proposed Fee
2.00	2.00	5.37%	5.16%

Fiscal Year	Activity Level	Fee Charged	Revenue
FY 2013 Actual	1.00	1.00	1.00
FY 2014 Actual	1.00	1.00	1.00
FY 2015 Est.	1.00	2.00	2.00
FY 2016 Prop	1.00	2.00	2.00

9b	Automatic updates of fee cost components	Desired	See response above.
9c	Calculation of revenue generated based on activity level	Desired	See response above.

9d	Calculation of cost-recovery level	Desired	See response above.
9e	Roll-over of fee cost components to the next fiscal year	Desired	See response above.

Publication of Budget Document

ID	Requirement	Classification	Vendor Response
<p>Please Note: A comprehensive budget book publishing tool is on the Questica Budget roadmap. At present, most customers generate approximately 70% of their City's budget book directly from Questica Budget via reports. Since the Questica Budget database is open to Administrators, other solutions such as publishing tools can access the database in order to gather the information needed to create the budget book. One such vendor that has experience working with the Questica Budget database is Finite Matters/PatternStream.</p>			
10a	Report writing tool	Mandatory	<p>Yes. As mentioned before, Questica Budget provides users with the ability to have access to out-of-the-box reports, to copy and edit out-of-the-box reports, and to create their own reports- all from within the software.</p> <p>The report writing tool is designed for non-technical users who desire quick access to design and create their own reports. It includes an intuitive user interface. Users can drag and drop the information they want to see into a report design window. Ad-Hoc reporting solves the most common problem in report design – how to create reports that display the relevant data that users require while having enough flexibility to allow the</p>

			user to organize and view the data however they wish. Ad-Hoc Reporting will provide the City's users the ability to view data immediately in whatever form they choose without having to request a new customized report. Once developed users can re-use the reports they designed or include them as a part of the Questica Budget application making them available to all users.
10b	Report template development	Mandatory	Yes. City staff are able to use any of the out-of-the-box reports as the basis of creating new reports.
10c	Compilation of budget data (numbers and texts) for pagination of budget documents	Required	Yes. This can be done via the Ad-Hoc Report writer tool.
10d	Allows multiple users to input and edit text, financial, or performance information (e.g.: paragraph, tables, graphs) and maintain version control of document components	Required	Yes. This can be done via the Ad-Hoc Report writer tool.
10e	Ability to check spelling and grammar	Required	Yes. Spell Checking can be done on each page belonging to a cost center, project, Change Request, employee, position and profile. The narrative texts related to these different areas can be included in reports.

10f	Ability to easily edit, integrate, and format custom Excel charts, graphs, and tables into document	Required	Yes. Questica Budget comes with 90+ reports out-of-the-box. These reports can easily be copied and changed as users see fit. Columns can be added/deleted/edited. Graphs, charts, tables can also be incorporated into reports. All reports (existing, edited or created) can be exported to formats such as PDF, Word, and Excel, just to name a few.
10g	Flexibility and ability to add or remove sections or pages	Required	Yes. This can be done via the Ad-Hoc Report writer tool.
10h	Insert, change, or edit photos	Required	Yes. This can be done via the Ad-Hoc Report writer tool.
10i	Automatically compile and paginate document and build the table of contents	Required	No. While most of the budget book can be produced by Questica Budget, it does not provide a tool to create items such as the table of contents, final pagination etc. This functionality would need to be provided by the publishing tool.
10j	Produce high-quality, bookmarked PDF for printing and viewing on the City's website	Required	Yes. All reports within Questica Budget can be exported to PDF to be used as the City sees fit.
10k	Ability to manage text, data, and publishing components for multiple documents (operating budget, capital budget, municipal	Required	Yes. Questica Budget comes with a number out-of-the-box reports

	fee schedule, 5 year financial plan, and others)		that provide this information. These reports can be copied and edited as users see fit, and new reports can be created at any time.
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Online Publication of Budget Data and Performance Measures

ID	Requirement	Classification	Vendor Response
11a	Ability to publish budget data online with drill-down reports and graphs	Desired	<p>Since the Questica Budget database is open, budget data can be accessed by other systems via ODBC etc. The City could accomplish this with ASP.NET and SQL Reporting Services. ASP.NET would have to be configured for the server that is running the City website. An ASP.NET web page would be hosted on the site that includes the Report Viewer Control from Microsoft. This could be configured in such a way that the City could choose exactly which reports are available for viewing, and the credentials and communication with the report server would all happen on the server side. This page would have all of the features of the report viewer that is used in Questica Budget, including drill-downs, report linking,</p>

			<p>and exporting to multiple formats.</p> <p>This solution does not actually involve Questica Budget (except that the reports will show data from the Questica Budget database). It is a benefit of building our product around SQL Reporting Services. Ultimately, the decision as to how site is build would be determined by the City's webmaster.</p>
11b	Ability to publish performance measure data online in graphical formats (e.g.: dashboards) and to regularly update the data (e.g.: monthly, quarterly, annually) and comparison of budget to actual data	Desired	Yes. See answer above.
11c	Ability to publish multi-year actual performance data online in graphical form	Desired	Yes. Questica Budget can be configured to capture performance data. This information can be placed in graphical form via the report writing tool.

Performance Measurement and Management (Optional Module)

ID	Requirement	Classification	Vendor Response
12a	Input and documentation of performance measures	Required	Yes. This can be done via the Questica Measures module. This is an optional module. See <u>“Chapter 4- Product Description”</u> under <u>“Questica Measures”</u> for more information.
12b	Upload capability from other systems such as public safety systems for response call data, auto services system for vehicle and fuel data	Desired	Yes. This information can be imported via Excel.
12c	Dashboard and other graphical display of performance data	Required	Yes. This can be viewed via the Dashboards feature within Questica Budget.

Monitoring of Budgeted Expenditures and Revenues

ID	Requirement	Classification	Vendor Response
13a	Periodic download of actual expenditures and revenues from PeopleSoft Financials.	Required	Yes. Once the integration between Questica Budget and PeopleSoft has been created, the actual cost data can be automatically imported into Questica Budget. This can be done on a nightly, weekly, monthly, or quarterly basis.
13b	Comparative Analysis of Budget to Actuals (e.g.: straightlining, historical trend analysis)	Required	Yes. Yes. Many screens display year to year

comparisons showing actual and budget values. This is also available via reports. Below is an example of the *Annual Budget (Summary View)* screen. This screen shows the current budget year (in this case 2014) and the YTD actual costs.

The two previous budget vs. actual (2013 & 2013) are also displayed.

Annual Budget (Summary View)		PAST		CURRENT YTD		FUTURE >>>	
		2012 Actual	2012 Budget	2013 Actual	2013 Budget	2014 Actual	2014 Budget
Pay Performance Indicators							
1190 - Miscellaneous Licenses		129,194	200,000	133,524	200,000	140,331	254,000
1224 - Miscellaneous Fees		277,335	355,000	291,150	355,000	305,707	322,120
		406,529	555,000	424,674	555,000	446,038	576,120
Personnel							
Payroll							
4000 - Salaries - Fee		112,251	154,011	116,963	155,301	120,796	155,301
4010 - Salaries - Exempt		11,789		35,878		16,172	
4075 - Overtime		13,003	71,126	14,558	27,611	14,163	77,777
4102 - Benefits						11	
4105 - Medical		74,274	128,991	82,438	113,623	88,237	127,429
4107 - Medicare		1,050	12,725	8,494	11,173	8,945	12,725
4109 - Dental		6,877	12,232	7,326	10,734	7,693	10,734
4109 - Vision Care		2,550	4,236	2,719	3,640	2,825	4,236
4110 - Workers Compensation		25,559	35,794	27,237	36,569	28,618	36,569
4111 - Long Term Disability		87,263	165,841	91,630	150,297	96,241	147,311
4113 - Special-Paramed Pay		11,300	18,900	11,871	18,850	11,465	18,850
4116 - Conferences/Travel		11,441	10,000	12,433	5,000	11,055	1,000
4138 - General Supplies		11,576	13,200	12,143	15,300	12,762	16,641

13c Display of actual expenditure and revenue data by month, quarter, and year

Desired

2015 2860 Fire Station 1 - Main Scenario				
Budget vs. Actual Costs - 2015				
G. Account (Object) ▾	2015 Budget	2015 Actual	2015 Variance	2015 Comment
G. Account (Object) Type: Expenses				
4008 - Salaries - Fire	754,785	1,252,342	497,557	
4010 - Salaries - Exempt		94,681	94,681	
4070 - Overtime	28,233	29,745	3,512	
4102 - Benefits	60	94,500	94,440	
4105 - Health Care		34,125	34,125	
4106 - Medical	107,480	162,537	55,057	
4107 - Medicare	11,044	50,210	39,166	
4109 - Dental	10,155	8,077	(2,078)	
4109 - Vision Care	3,480	68,203	64,723	
4110 - Workers Compensation	35,608	44,790	9,182	
4111 - Long Term Disability	148,330	116,488	(31,842)	
4113 - Special- Paramedic Pay	18,780	13,088	(2,662)	
4116 - Conferences/Travel	36,000	33,973	(2,027)	Please Adjust
4118 - Membership Fees		52,500	52,500	
4120 - Training and Development		159,705	159,705	
4216 - Contracted Services		2,000	2,000	
4308 - General Supplies	12,974	13,400	426	
4312 - Office Supplies	1,866	3,770	1,904	
4324 - Materials	9,240	18,775	9,535	
4354 - Cable	1,224	38,395	37,171	
4364 - Telephone/Fax	2,754	4,361	1,607	
4366 - Water	714	824	110	
4822 - Repairs and Maintenance	116,028	139,677	23,649	
4849 - Fire & Burn Awareness				
6030 - Employee Retirement Benef	150,340	117,425	(42,915)	
9211 - WO Regular Time	312,120	379,150	67,030	
	5,760,465	9,052,210	3,291,745	

Prior Year Data

ID	Requirement	Classification	Vendor Response
14	Access to prior year Budget and Actual data for reporting and analytical purposes	Required	Yes. As mentioned above: Many screens display year to year comparisons showing actual and budget values. This is also available via reports. Below is an example of the <i>Annual Budget (Summary View)</i> screen. This screen shows the current budget year (in this case 2014) and the YTD actual costs.

			The two previous budget vs. actual (2013 & 2013) are also displayed.
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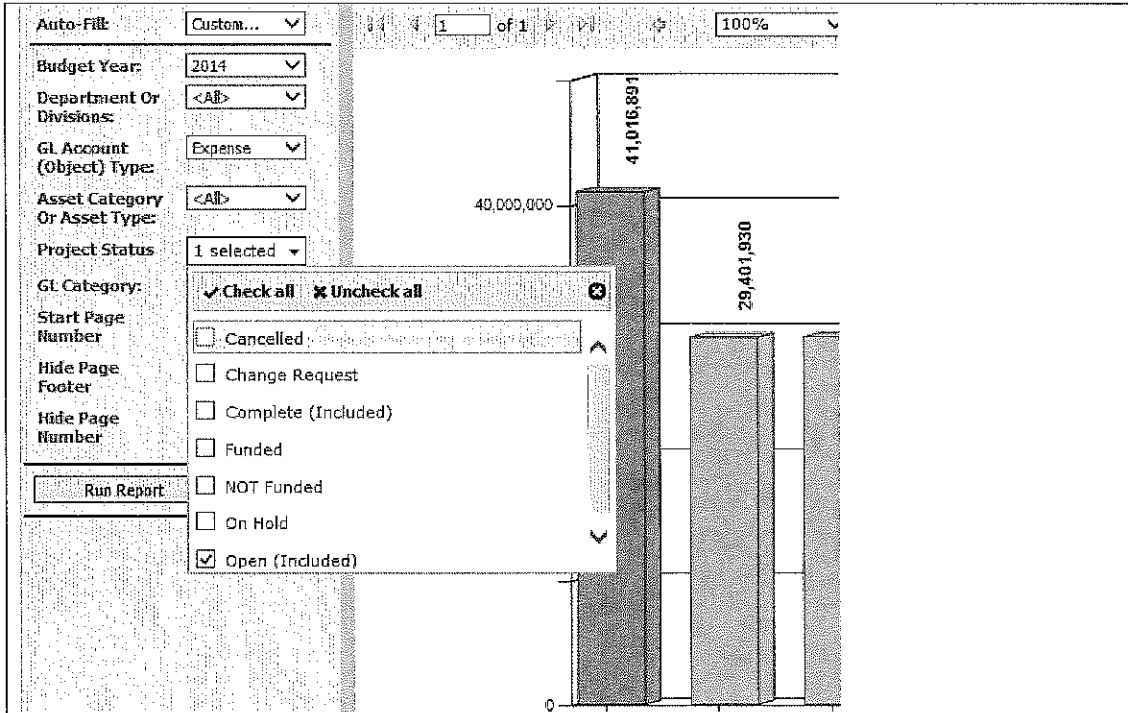
Capital Budget Model

ID	Requirement	Classification	Vendor Response
15a	Ability to enter and track multi-year operating budget impacts of capital projects and link the cost impacts to the development of the Forecast	Desired	Yes. All Questica Budget modules share the same interface and a common database (Microsoft SQL Server), allowing all modules to work together. In the case of Operating and Capital, the most obvious synergies between these systems is the <i>Operating Budget Impacts (OBI's)</i> . In the Capital module, some capital projects will affect the operating budget in the future (the new community center will need to be staffed). Each Questica Budget Capital project provides for an area to track and record OBI's. Each Operating Budget Impact allows users to specify a cost center to which the costs correspond. Publishing the Operating Impact will add the costs directly to the Operating budget by creating Forecasts (budget lines) on the specified cost center(s).

15b	Ability to prioritize and rank projects based on user-defined criteria	Desired	Yes. Users are able to rank projects according to predetermined criteria. While entering their budgets, users can choose these ranks and assign a value to each rank along with a justification.
15c	Ability to create custom fields (e.g.: LEED certification, project start date, project end date)	Required	Yes. Fields such as project start and end dates are provided out-of-the-box. Additional fields can be added via the Forms Editor tool and can be done by City staff with the proper permissions.
15d	Project status identification (e.g.: future, current, close-out)	Required	Yes. Project Statuses can be attributed to each project.

The screenshot displays a web application interface with a sidebar on the left containing navigation options like 'Project', 'Dashboards', 'Regions', 'Documents (2)', 'Notes (5)', 'Related Projects', and 'Additional Information'. The main content area is titled 'General Information' and shows details for a project named 'New Community Center' with ID 'CPL-2012-080'. Fields include 'Year Identified', 'Description', 'Justification / Business Case', 'Consequence of Not Funding', 'Acct. Reference', 'Start Date', 'Department', 'Project Type', and 'Default Fund'. A modal dialog titled 'Change Project Status' is open, allowing selection of a new status from a dropdown menu. The current status is 'Open' and the new status is 'On Hold'. Other options in the dropdown include 'Complete', 'Cancelled', 'Funded', and 'NOT Funded'. The dialog also includes fields for 'Completion Date' and 'Project Status'.

Many reports allow users to determine whether the reports show data from all statuses or specific statuses.



15e	Project Type identification (e.g. Work Order, Ongoing, Distinct)	Required	Yes. These attributes can be placed on the "General Page" of each project.
15f	Project theme identification (e.g. economic development, public facilities etc)	Required	Yes. These attributes can be placed on the "General Page" of each project.

Reporting

ID	Requirement	Classification	Vendor Response
16a	System provides configurable self-service reporting on all system fields (e.g.: by budget version, fiscal years, fund, appropriations)	Required	Yes. Via drop-down menus (parameters), most reports allow users to determine the level of detail that show up on reports.

Auto-File: Custom... | 1 of 1 | Find | Next

Budget Year: 2014

Department: Finance

Threshold: <Select a Value>

Show Codes: Corporate Administration, Corporate Services, Council, Engineering, Human Resources, Legislative & Regulatory Serv., Non-departmental, Parks, Recreation, & Culture, Planning & Development, Public Safety, RDOS- 100 GENERAL GOVERNMENT, RDOS- 1000 FIRE PROTECTION - D-F, RDOS- 1100 FIRE PROTECTION - B-G KEREMEOS, RDOS- 200 INVASIVE SPECIES formerly noxious weeds, RDOS- 400 9-1-1 EMERGENCY CALL SYSTEM, S/A, Sunnyville Conference Centre, Sunnyville Emergency Mgmt Agency

Operating Budget by GL Category

	2013 Budget	2014 Budget	Change	%
	796,242	1,077,053	280,711	
	30,463	539,654	509,191	16
	3,715	19,872	16,157	4
	53,786	259,810	206,124	3
	607,831	888,013	280,182	
	85,435	182,584	97,149	1
	2,921,854	4,164,732	1,242,878	
	4,679,326	7,129,818	2,450,492	

Finance
2014 Expenditures by GL Category

Benefits

16b	Ability to display report data in graphical forms	Desired	Yes. Questica Budget comes with a number of reports that show graphs and charts. Additional reports can also be created to show these forms.
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Auto-File: Custom... | 1 of 1 | 100% | Find | Next

Budget Year: 2014

Department Or Divisions: <AB>

GL Account (Object) Type: Expense

Asset Category Or Asset Type: <AB>

Project Status: 1 selected

GL Category: <AB>

Start Page Number: 1

Hide Page Footer: No

Hide Page Number: No

Run Report

Total Amount

Forecast Year	Total Amount
2014	41,016,891
2015	29,401,930
2016	29,431,997
2017	30,003,408
2018	29,967,310
2019	30,649,296
2020	32,749,653

07, 2013 12:21 PM

Gross Capital Expense

16c	Ability to export report data to MS Excel and MS Word	Required	Yes. All reports can be exported to PDF, Excel, Word etc.
<p>The screenshot shows a report viewer interface. At the top, there is a zoom control set to 100% and a search bar with 'Find Next' buttons. Below this is a bar chart with seven bars. The values above the bars are: 29,401,930, 29,431,997, 30,803,408, 29,962,310, 30,6, 3, and 31. An arrow points from the first bar to an export menu that is open. The menu lists the following options: XML file with report data, CSV (comma delimited), PDF, MHTML (web archive), Excel, TIFF file, and Word.</p>			
16d	Ability to set up forms/reports which alert the user of certain business rules are not followed (e.g.: for Source and Use Statements the Source Total has to match the Use Total)	Desired	Yes. Custom Business Rules and Actions – Questica Budget is an API (Application Programming Interface) driven application. We've included a customizations interface that allows C# code to be written within the interface that can utilize the full Questica Budget API and enhance its functionality by creating custom rules and actions. These customizations are triggered either by listening for one of many application events, or by user driven activity, such as by selecting a custom right-click menu item that was created for a specific purpose on a budget grid.

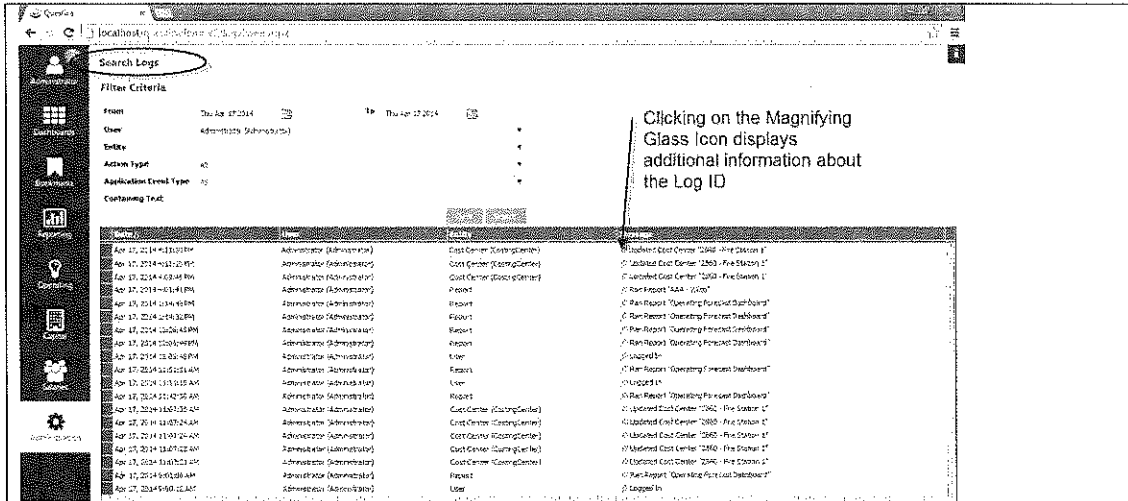
Training

ID	Requirement	Classification	Vendor Response
17a	Vendor or partner/preferred vendor can provide system functional training to users and system administrators	Desired	Yes. During the implementation process, all training will be provided by Questica staff. This training will be provided to City users and Administrators. See <u>“Chapter 4” Under Training Approach</u> under for more information.
17b	Provide functional training documentation for end-users and administrators	Required	<p>Yes. Documentation will include:</p> <ul style="list-style-type: none"> • Customized hand-outs created for each group to be trained • Administrative Manuals- for administrators only • Questica Budget Operating User Manual • Questica Budget Database Documentation- for administrators only • Questica Budget Release Notes • Questica Budget Database Schema- for administrators only • Questica Budget Technical Requirements- for administrators only • Questica Budget User Manual <p>Some of these documents have also been ‘baked’ into Questica Budget.</p>

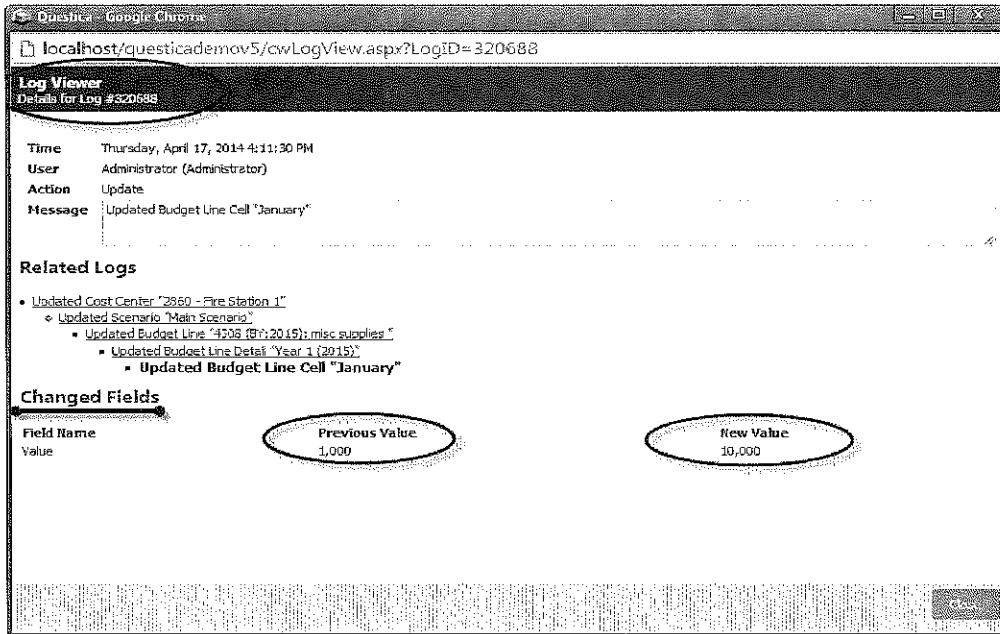
17c	Vendor or partner/preferred vendor provide training for project team	Required	Yes. This would be done during the implementation process.

Auditability

ID	Requirement	Classification	Vendor Response
18	System logs all user & system actions and events (who, what, when)	Desired	<p>The Questica Budget API (Application Programming Interface) was written from the ground up to support a full event model. Virtually all user actions and entries such as logging in, saving a budget, updating a budget, promoting a budget etc. are tracked and recorded in the Audit System. Virtually any event in the system can be logged for later retrieval if necessary. Standard search parameters in the log viewer include; date range, user, entity, action type, application event type, and containing text. Below is an example of a search result using the Search Logs feature.</p>



Clicking on the magnifying glass icon above opens a detailed results screen, showing what was changed – in this case a value was changed from \$1,000 to \$10,000, as shown below.



Implementation Management

ID	Requirement	Classification	Vendor Response
19	Provide an implementation plan which includes task descriptions, level of involvement of City staff (number of staff, types of staff, and hours), and a standard timeline	Required	Yes. Questica will work with the City in order to finalize an implementation plan. See <u>“Chapter 4”</u> under <u>“Work Plan/</u>

			Implementation Strategy for more information.
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Non-functional Requirements

The following non-functional requirements specify criteria that can be used to judge the operation of a system, rather than specific behaviors of the system.

Note: Inability to meet any of the following requirements does not automatically exclude vendors from RFP (Request for Proposal) process

Cloud Computing

ID	Requirement	Classification	Vendor Response
20a	Application and data is available as a Cloud Service. Please describe.	Desired	<p>Yes. Questica Budget can be installed on the City's servers or it can be hosted. Questica uses a hosting provide named Aegisys.</p> <p><i>Technical Overview of Questica Budget</i> Questica Budget is comprised of three major components.</p> <ol style="list-style-type: none"> 1. Application. Questica Budget is a .Net 4.0 web-based solution that requires IIS. 2. Database. Questica Budget supports SQL Server 2008R2, 2012 and 2014. <p>Reporting Services. Questica Budget supports SQL Server Reporting Services (SSRS) versions 2008R2, 2012 and 2014. Other reporting technologies such as Crystal Reporting can also be used to develop reports against</p>

		<p>the Questica Budget database.</p> <p>There are three primary scenarios for installation:</p> <ol style="list-style-type: none"> 1. Single Server. Questica Budget, the database, and Reporting Services are on the same server. 2. Two Server- Questica Budget is on a server. The database and Reporting services are on the second server. 3. Three Server- The three components have their own server. <p><i>Cloud Solution</i> Should the City opt for a cloud-based (hosted) solution, Questica would provide all server, database, operating system, monthly management, and software maintenance.</p> <p><i>Browsers</i> Questica Budget is developed in the C# language using Microsoft .Net 4.0 technologies, and is a 100% web based application. As such, no software is installed on user workstations. Desktops and laptops</p>
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		<p>running any current version of the Windows Operating System (Vista, 7, 8). Internet Explorer (IE) version 9.0 or better is required, or the latest versions of Chrome, Firefox and Safari for Mac.</p> <p><i>Bandwidth required for the service to perform as designed</i></p> <p>Assuming a hosted/SaaS environment, we ask for a minimum of 5 MB bi directionally. Installed locally, Questica Budget is a relatively low-demand application when compared with the processing requirements of a full financial system such as PeopleSoft.</p> <p><i>Uptime</i></p> <p>Questica Budget is designed to achieve 99.9% uptime a year.</p> <p><i>Ownership of data</i></p> <p>All City data is owned by the City will only be accessed for maintenance and support services by Questica.</p> <p><i>Backup practices and disaster recovery</i></p> <p>In a hosted or SaaS environment, Questica takes on responsibility for all server, database, Windows OS, monthly management, Questica Budget licenses, software</p>
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		<p>maintenance. If installed on your server, then routine backup and disaster recovery practices would be the responsibly of the City.</p> <p>Recovery Time Objective (RTO) - A RTO of 1 hour requires that Questica Budget be part of a cluster (Virtual or physical) for failover.</p> <p>Recovery Point Objective (RPO) - A RPO of 15 minutes requires that the database and logs be sufficiently backed up within the specified 15 minute interval.</p> <p><i>Format of all City records that would be stored</i> All records are saved to the SQL database. Typically, retention of backup data is determined by our customers. Questica believes it is good practice to maintain four weeks of data retention.</p> <p><i>Integration with City local payroll and financial systems from the cloud based environment</i> The process of integration, whether onsite or via the cloud, remains fundamentally the same, except for the ports and firewall to the financial and payroll systems needing to be opened for transaction</p>
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			exchanges between the systems.
20b	Provide a sample Cloud Services agreement	Required	Please see Appendix for sample Agreement.

Application Architecture

ID	Requirement	Classification	Vendor Response
21a	<p>System should adhere to the City's IT Enterprise Architecture standards.</p> <ul style="list-style-type: none"> • VMWare 5.5 • Microsoft Windows Server / Active Directory 2012 • Microsoft SQL Server 2008R2 and above • Windows 7 	Mandatory	<p>Yes.</p> <p><i>VMWare</i></p> <p>Questica Budget is completely supported in the Microsoft Hyper-V and VMWare virtualized environments, and this is utilized by many of our customers as a mechanism to reduce physical hardware infrastructure costs.</p> <p><i>Support for Windows Authentication Pass-through / Active Directory integration</i></p> <p>Questica Budget supports Windows Domain Authentication Pass-through. If Questica Budget is configured for Pass-through authentication, users will not need to enter a user name and password when logging into Questica Budget. Questica Budget can be configured to use any of the following authentication methods:</p> <ul style="list-style-type: none"> • Windows Authentication

			<ul style="list-style-type: none"> • Mixed Mode Authentication • Google Authentication • CAS Authentication <p>These methods are available out of the box and will be configured according to The City's specifications.</p> <p><i>SQL Server</i> Questica Budget supports SQL 2008R2 and above.</p> <p><i>Windows</i> Questica Budget supports Windows 7 and above.</p>
21b	The system should be fully web-based with no plug-ins needed.	Required	<p>Yes.</p> <p>Questica Budget is developed in the C# language using Microsoft .Net 4.0 technologies, and is a 100% web based application. As such, no software is installed on user workstations. Desktops and laptops running any current version of the Windows Operating System (Vista, 7, 8). Internet Explorer (IE) version 9.0 or better is required, or the latest versions of Chrome, Firefox and Safari for Mac.</p>
21c	The system should be able to integrate with the City's Active Directory whether in Cloud or on Premise. Single Signon preferred.	Required	<p>Yes. Questica Budget supports "single sign-on" and can be set to authenticate against the active directory user.</p>

			<p>Questica Budget only uses active directory for authentication, not for management of permissions. Permissions need to be administered in Questica Budget. Internal users are immediately authenticated. External users will get a challenge screen and need to authenticate against their windows credentials.</p> <p>The login (user ID) is stored in a table in Questica Budget's database.</p>
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Maintainability

ID	Requirement	Classification	Vendor Response
22a	System upgrades are fully maintained and managed by vendor	Desired	Yes. In a cloud-based (hosted) solution, Questica would provide all server, database, operating system, monthly management, and software maintenance.
22b	System is "off the shelf" solution and does not require custom development/coding by the vendor or the City	Required	Yes. Questica Budget is one of the few truly COTS (Commercial Off the Shelf) budgeting software tools on the market.
22c	City should be able to configure the system with appropriate access privileges	Required	Yes. The Questica Budget database and API are open for further configuration by the

			City- subject to security permissions.
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System Compatibility

ID	Requirement	Classification	Vendor Response
23	Windows 7, Internet Explorer version 11, Google Chrome, iOS	Required	Yes. Desktops and laptops running any current version of the Windows Operating System (Vista, 7, 8). Internet Explorer (IE) version 9.0 or better is required, or the latest versions of Chrome, Firefox and Safari for Mac.

Portability

ID	Requirement	Classification	Vendor Response
24a	HTML5 (or has one of these features on product roadmap)	Desired	Yes. Questica Budget supports HTML5. HTML5 is a new standard for the World Wide Web. It introduces many cutting-edge features that enable developers to create apps and websites with the functionality, speed, performance, and experience of desktop applications. Our vision for Questica Budget is to embrace this new technology to improve the product in a wide range of areas.
24b	Responsive web design for flexible and fluid layouts that adapt to almost any screen	Desired	Yes. All screens in Questica Budget are all set up in a similar manner, with the

details on the larger right-hand pane, and the navigation elements on the smaller left-hand pane. The left-hand pane is referred to as the Navigation Bar, or simply 'Nav Bar'. The Nav Bar help users navigate without extraneous information displayed which is not applicable to that area. Below are 4 examples of some of the systems Navigation Bars:

Cost Center (Operating)	Capital Project	Profile	Position
<p>Cost Center</p> <ul style="list-style-type: none"> Dashboards General Documents Notes Variables Allocations Additional Information Key Performance Indicators <p>Scenario</p> <ul style="list-style-type: none"> General Position Allocations Budget Annual Summary <p>Security</p> <ul style="list-style-type: none"> Cost Center Roles <p>Actual Costs</p> <ul style="list-style-type: none"> Details Annual Comparison Quarterly Comparison Monthly Comparison 	<p>Project</p> <ul style="list-style-type: none"> Dashboards General Regions Documents (3) Notes (2) Related Projects Additional Information <p>Scenario</p> <ul style="list-style-type: none"> General Variables Documents (1) Notes Ranks Budget Annual Summary Operating Impacts <p>Security</p> <ul style="list-style-type: none"> Project Roles <p>Project Actual Costs</p> <ul style="list-style-type: none"> Details Annual Summary Annual Comparison Quarterly Comparison Monthly Comparison 	<p>Profile Group</p> <ul style="list-style-type: none"> General Documents (3) Notes Positions Grades <p>Profile Scenario</p> <ul style="list-style-type: none"> Profile Scenario Info <p>Contracts</p> <ul style="list-style-type: none"> Contract 2013 Benefits Scale Jan 2014 Scale Jan 2015 Scale Jan 2016 <p>Security</p> <ul style="list-style-type: none"> Profile Roles 	<p>Position</p> <ul style="list-style-type: none"> General Employee Allocations Cost Center Allocations Benefits Documents Notes <p>Effective Costing</p> <ul style="list-style-type: none"> Annual Monthly <p>Position-Only Costing</p> <ul style="list-style-type: none"> Annual Monthly

Form and Field Designer – This interface allows administrators to design and update screens and their data fields. There is no restriction on the number of variables or fields that are created, and our users have the ability to define data types and regex expressions to control the data input into these fields. The system allows updates to take place without the need to update these interfaces.

Custom Business Rules and Actions – Questica Budget is an API (Application Programming Interface) driven application. We’ve included a customizations interface that allows C# code to be written within the interface that can utilize the full Questica Budget API and enhance its functionality by creating custom rules and actions. These customizations are triggered either by listening for one of many application events, or by user driven activity, such as by selecting a custom right-click menu item that was created for a specific purpose on a budget grid.

24c	System should be mobile friendly – ability to run on tablet (Apple iPad preferred) and smartphone (Apple iPhone preferred)	Required	Although there is no specific integration to devices such as iPhones, Blackberry’s or tablet computers, all these devices can read web pages. Questica Budget is a web-based product supporting numerous browsers. Also, these devices also support reading PDF file formats, and Questica Budget reports can be exported to PDF, and other formats.
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Support

ID	Requirement	Classification	Vendor Response
25	Technical ongoing or on-demand support is maintained by the vendor or partner vendor	Required	Yes. Technical Support will be provided by Questica. See “ Chapter 4 ” under “ Support Approach ” for more information.

Service Level Agreement

ID	Requirement	Classification	Vendor Response
26a	Submission of vendor's service standards regarding system support and escalation process	Required	<p><i>Support calls are classified into the following criteria:</i></p> <p>Support issues are classified as described above (Priority 1, 2, 3)</p> <p>Priority 1 – Urgent (example: system is unavailable to users) – Support staff immediately ceases any other activity and work towards a solution, and if possible, remains on the phone with the customer until resolved.</p> <p>Priority 2 – Important (example: software bug) – Support staff work to resolve the issue within the same business day.</p> <p>Priority 3 – Minor (example: minor nuisance or irregularity) – To be considered in the next development cycle – may require a hot fix.</p> <p>All support issues, customer-needs and suggestions are tracked through our CRM (Customer Relationship Management) tools. All support calls/emails are entered and assigned a tracking number. All support tickets and status updates are available via our customer portal.</p>

		<p>Service tickets are escalated automatically (to development, mgmt., etc.) via email to ensure all response commitments are met.</p> <p><i>Software issues have the following classifications:</i></p> <ul style="list-style-type: none"> • Low- To be considered in the next development cycle • Medium- To be considered in the next development cycle • High- Addressed in the next Build • Critical (Work Stoppage) - Addressed immediately <p>Service tickets are escalated automatically (to development) via email to ensure all response commitments are met.</p> <p><i>If needed, customers can escalate support issues in the following manner:</i></p> <ol style="list-style-type: none"> 1. Manager, Customer Service & Support 2. President 3. Chairman
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			Office and mobile phone number for these positions will be provided upon contract award.
26b	System availability; 99.9%	Required	Yes. Questica Budget was designed to provide 99.9% uptime.

Integration

ID	Requirement	Classification	Vendor Response
27a	System has web services Application Programming Interface (API) capabilities to integrate with other City applications	Required	<p>During the implementation process, Questica Budget will be integrated with the City's PeopleSoft solution.</p> <p>Questica Budget is an API (Application Programming Interface) driven application. Since the Questica Budget database is open, budget data can be accessed by other systems via ODBC etc.</p>
27b	System is able to download to and upload from Microsoft products (Excel, Access)	Required	<p>Yes. Questica Budget allows authorized users to export the contents of most grids to an Excel spreadsheet. Then users can edit the data on these spreadsheets and import them back into the system to change large amounts of data at once. The spreadsheets generated by the tool must be viewed and edited in</p>

			<p>Microsoft Excel 2007 or later.</p> <p>All out-of-the-box reports are exportable to: PDF, Excel, Word, XML, CSV, MHTML (web archive) and TIFF file formats.</p>
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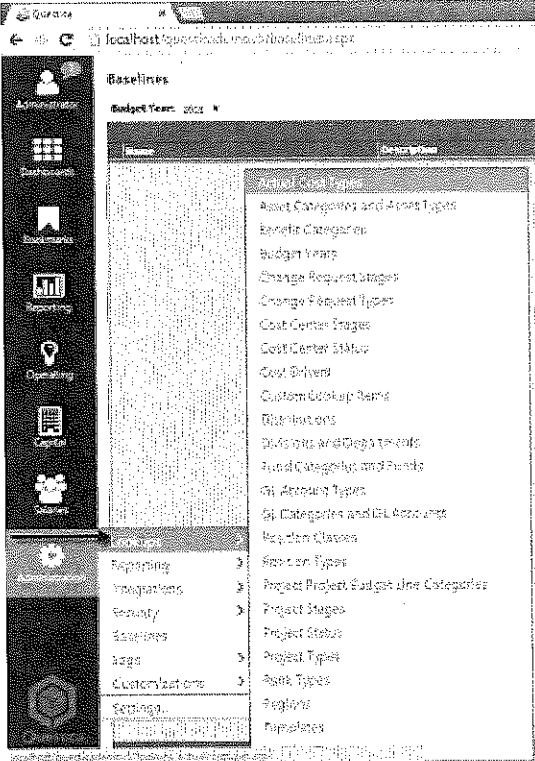
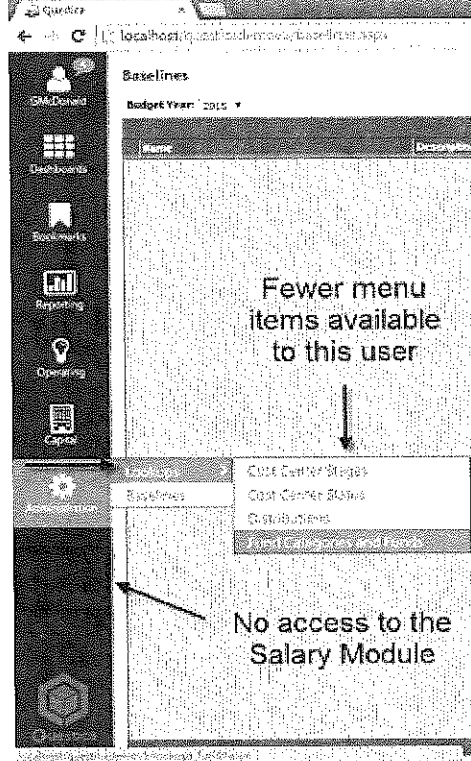
Open Data

ID	Requirement	Classification	Vendor Response
28a	All system data should be exportable and machine readable to support open data environment	Required	Yes. All reports and most grids within Questica Budget can be exported via Excel, Word, PDF, XML etc.
28b	Exportable data should include metadata (set of data that describes and gives information about other data)	Desired	<p>The format in which data is exported depends on the view options (columns and rows) a user chooses onscreen.</p> <p>Each release of Questica Budget comes with an updated database schema.</p>

Security

ID	Requirement	Classification	Vendor Response
29a	<p>System complies with either: ISO 27001 (Information Security Management Systems) or NIST 800-53 Standards (Security and Privacy Controls for Information Systems)</p> <p>Note: If chosen as a finalist, vendor will be required to complete the City's Vendor Information Security Assessment and acknowledge and</p>	Required	<p>Note: If chosen as a finalist, vendor will be required to complete the City's Vendor Information Security Assessment and acknowledge and agree to comply with the City's Security & Privacy Agreement</p> <p>Should Questica be chosen as a final, we will complete the</p>

	agree to comply with the City's Security & Privacy Agreement		City's IT assessment and agreement documentation.
29b	Ability to set appropriate security levels for users	Required	<p>Yes. Security is role based and once established, your administrators would be able to determine who is able to view, edit, demote, promote (advance) and lock budgets – at each stage of the budget process. Restrictions to running reports and batch processes, creating scenarios, administrative look-ups, access to actual costs information etc. can easily be established. Administrators can also determine who has access to the budgets and also determine the types of analysis can be performed. Individuals without permission would not be able to view selected system reports and/or perform budget analysis.</p> <p>Your permissions determine what you can see and access: A user's interface is dependent on the permissions granted them by the System Administrator. For example, in the screenshots below, the menu listing on the left is that of the Administrator whereas the menu listing on the right is that of another user where the Administrator has granted fewer permissions.</p>

Administrator	Lower Level User
	

Note the System Administrator has access (permissions) to view each of the primary modules which make up Questica Budget - Operating, Salaries, and Capital (on the left side of the screen) whereas the other user only has access to the Operating and Capital modules. The user on the right has no access to anything related to the Salaries module.

29c	System is able to integrate with the City's Active directory (single signon, application level security)	Required	Yes. Questica Budget supports "single sign-on" and can be set to authenticate against the active directory user. Questica Budget only uses active directory for authentication, not for management of permissions. Permissions need to be administered in Questica Budget. Internal users are immediately authenticated. External users
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			<p>will get a challenge screen and need to authenticate against their windows credentials.</p> <p>The login (user ID) is stored in a table in Questica Budget's database.</p>
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Scalability

ID	Requirement	Classification	Vendor Response
30	Ability to easily utilize the technology across the organization for different purposes (for additional users and departments with varying processes and workflows and configuration requirements)	Required	Yes. Questica Budget can be used across all departments, whether for budget entry, report viewing etc. Should the City wish to roll out the software to more than the initial 80 users, it can do so by purchasing additional licenses.

Data Liberation

ID	Requirement	Classification	Vendor Response
31	Ability to quickly move all of the data out of the system in an open, interoperable, portable format at no additional cost and in one fell swoop in the event that the City wishes to discontinue the product	Required	<p>Yes. Taken from Section 10.5 of our License and Services Agreement:</p> <p>Return of Your Data. Upon request made by You within 30 days after termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30 day period, We shall have no obligation</p>

			to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
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Business Continuity (Cloud Service)

ID	Requirement	Classification	Vendor Response
32a	Failover / redundancy / replication of system to another location	Required	<p>Aegisys (Questica's hosting provider) has multiple Fiber providers which provide our upstream connectivity. We do support multiple IKE gateways provided that the City has redundant carriers as well and the firewall used by the City supports multiple gateways.</p> <p>Disaster Recovery: Because all data and product configuration data is stored in a single MS-SQL database, Questica Budget can be restored from a disaster very quickly providing the database is backed up regularly. There are three core failure scenarios – the web server component (IIS, or its related server hardware,) the Questica Budget database (MS-SQL Server, or its related hardware,) or both.</p>

			<p>The process of recovery is the same in all cases:</p> <ol style="list-style-type: none"> 1. Ensure that the Questica Budget database is available from a MS-SQL database, being recovered from a backup on an alternate server if necessary. 2. Ensure that the Questica Budget product is installed on an IIS web server. 3. Configure Questica Budget to point to the appropriate Questica Budget database by configuring the web.config file on the hosted IIS server. <p>(There are other minor steps involved that are well documented, but these are the major steps.)</p> <p>Please note that Questica Budget is supported in failover clustered IIS and SQL server environments, such that the needs for a barebones re-installation from backups should not be necessary. However, if it is, the speed of recovery is based on the time required to have the IIS and SQL server installed and ready so that the above steps can be performed, together with the restored backup. If it is</p>
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			critical that Questica Budget be available as quickly as possible with little to no downtime, and alternate server can be configured for failover purposes.
32b	Frequency of backups: at minimum daily;	Required	In a SaaS or Hosted environments, backups are performed on a daily basis at a minimum. Should the City decide to install the application on your existing servers/network, then the frequency of backups would be the City's responsibility.
32c	Data Restoration: within 1 day except between November and February; 4 hours between March and June	Required	Yes. Questica can comply with this requirement.
32d	Minimum retention requirements: Seven years	Required	Yes. There is no limit to the number of budget years that can be retained in the Questica Budget database.

Work Plan / Implementation Strategy

Implementation Overview

Questica has over a decade of experience with project management and control methodologies to manage the project and implementation process – all dedicated specifically to budgeting software. We have identified what works, and what does not, when it comes to project control methodologies. A possible implementation methodology for the City might look something like this (in brief):

Phase 1

Blueprinting and effective Project Management is critical to the success of this project. We have broken down the Implementation Process of Questica Budget into a number of sections and unique tasks as follows:

Discovery – A series of onsite and/or online workshops (**one for each software component**), another to discuss the Testing & User acceptance methodology, and another to discuss the Strategic Vision and Goals of the City.

Workflow and GAP Analysis – Once the discovery process is complete, Questica’s Project Manager will create a summary of bullet points that outlines the key findings of the Discovery process, a strategy to address any new needs identified through the process, and a workflow plan for the project. This working document will be presented to the City to ensure that there is general agreement on the strategy.

Plan Documentation – The Questica Budget Project Manager will generate a detailed Scope of Work that aligns with the strategy approved by the City Team. This will contain more detail than the Scope statements included in the RFP document, as the Project Manager and Core Team will have a better understanding of the specific needs of the City and the functionality of the Software. The City’s Project Manager will be consulted to ensure it aligns with needs. Using this same methodology, a Project Plan and Timeline will be created, as will a Testing & User Acceptance document. The Questica Project Manager will create and assemble these documents into a final written Blueprint document.

Plan Presentation – The Blueprint, Scope of Work and Project and Testing Plans will be submitted to the Core Working Team for review and comment. The Working Team will have worked together closely to this point, so there should be no last minute surprises. The expectation is that minor changes and refinements may be required at this point.

Implementation Methodology – Phase 2

Phase two contains five Components that add successive functionality to Questica Budget. There is some uniqueness to how each of these components will be implemented but, we are proposing that a basic template be used to consider reviewing the basic methodology.

Component Kick-off – The components will be phased in. Each will start with a kick-off meeting where the Blueprint and plan are reviewed so that the focus on success and goals is maintained.

Overview Sessions – The Questica Budget functionality will be presented to the team so that they are familiar with the module and able to participate in its configuration and understand the needs of data imports.

Configuration – The components in Questica Budget will be configured to provide the desired functionality and accommodate the related data imports.

Data Import – Your historical data will be imported.

Customizations and Report Development – If required, customized functionality and reporting will be introduced and reviewed. This task benefits from the data import, as any screen or reports will reflect the actual and familiar data imported.

Security Setup – Establishing appropriate user security.

PeopleSoft Integration – Establishing the appropriate integration to the financial and HR systems, as applicable to the component.

Component User Testing – User Testing and Acceptance based on the methodology outlined in the Blueprint document. The Questica Project manager will assist and act as a facilitator through this process.

Component Kickoff – The Component will be moved into the production environment for use.

Stage	Description
Introduction Meeting	Kick off! Meet the team members and review objectives and timelines.
Discovery & Overview Presentations	An in-depth presentation of Questica Budget and its features. Each area is discussed and the experiences from other implementations are shared.
Discovery & Configuration	The System Administrator working with an implementer will enter the various settings into Questica Budget. Typically this configuration is performed while Questica host's the application at our datacenter. At this stage data is imported from excel sheets.
Installation	Questica Budget is installed with the assistance of Questica staff. (exact timing on this can vary)
Testing and acceptance	Before going live, a testing and acceptance period is undertaken. The City is able to test the application, customizations (if applicable) and reports. Any modifications are changed and retested during this phase
Training	Once the testing and acceptance has been completed, training can begin.
"Go Live"	The application is made available to end-users.
PeopleSoft Integration	Typically this is completed on a test server environment before being rolled into the production environment.
On-going support and maintenance	Post "Go-Live", your implementer will remain your primary contact for all Questica Budget related issues until the time it is mutually agreed that Support will take over primary contact. Normally this is 90 days, through which time City is supported with unlimited technical support. After this period, a hand-off is made from your implementer to our Professional Services staff that will be responsible for seeing to your longer term support needs.

Project Work Statement

This Project Work Statement provides the framework for the typical Scope of Work (SOW).

In each section of the detailed Scope of Work, the following will be determined:

- **Questica Responsibilities**
- **City Responsibilities**
- **Deliverables**
- **Acceptance Criteria**
- **Solution Testing**

1. Product Installation

1.1. Description

- 1.1.1. System Installation includes installation of the base software and associated databases for the Questica Budget product in each of the required environments. When completed, the product shall be in a fully functional state which is prepared for further configuration. It can be verified as functional with an example database provided by Questica. See section below for typical resource requirements.

2. Product Configuration

2.1. Description

- 2.1.1. Product configuration includes the administrative configuration of the products such that they will be suitable for user input in a production environment. Questica will take an active role in this configuration, but it will require The City participation.

3. Initial Budget Data Import

3.1. Description

- 3.1.1. Questica will import given years of historical data. This will provide a historical reference and a foundation for subsequent staff budget preparation. The City will assist with this export and provide the data in a format provided by Questica to facilitate import.

4. Staff Training

4.1. Description

- 4.1.1. Training City users that will be participating in the budgeting process. If The City has adopted a 'train the trainer' methodology, training will be provided to allow attendees to train other individuals. All training materials developed by Questica will be provided for that purpose.

5. Customization(as needed)

5.1. Description

- 5.1.1. Questica Budget is a Commercial off the shelf (COTS) product. Some customizations may be required in order to meet The City's requirements.

6. Custom Reports (as needed)

6.1. Description

- 6.1.1. The Questica Budget products allow for the modification of the 'out of the box' reports, or the inclusion of new custom reports. The detailed requirements will be determined in the detailed scope of work to be developed.

7. PeopleSoft Integration

7.1. Description

- 7.1.1. A data exchange will be provided between the financial and HR system and the Questica Budget modules - to be detailed in SOW.

8. Project Management

8.1. Description

- 8.1.1. An initial analysis of existing City process and budget strategy as outlined in this document.
- 8.1.2. A methodical management of the project resources and execution in close coordination with The City Project Management team. All implementation activities will support the methodology outlined in this RFP response.

Scope Management

Questica Budget represents a strong functional fit for The City. Although Questica Budget is a full-featured product, we realize that The City has a process in place and a budgeting methodology that is unique.

A successful software implementation requires good software, good people, and a good plan. We have the software, and we have the right people. The largest factor in the success of this project will be the Project Plan and the Project Management efforts made in its execution. For these reasons, the blueprinting and planning phase is critical. It will allow:

- A more detailed understanding of The City's needs and strategic long term budgeting goals
- City to better understand Questica Budget and its benefits
- An opportunity to collectively define how the success of Questica Budget will be measured
- The development and the adherence of a detailed Scope of Work
- A detailed project plan and resource assignment

Schedule Management

Questica achieves its deadlines by applying solid project management methodology: documenting scope, applying a work breakdown structure, defining risk and managing project execution. It is this practical experience in applying this structure that allows us to continually implement Questica Budget on time and on budget.

Risk Management

We recognize that the budgeting needs of every organization are different, as are their implementation requirements. The current budgeting process at The City was documented (to an extent) in the RFP package and includes the detailed methods and reporting requirements of many participants. The City is looking to Questica to provide a quick and efficient transition to a budgeting system that will respect the needs of the current process while providing for the long term strategic budgeting needs of The City. There are several challenges:

- **Problem - Resistance to Change** - The City has many budget participants who all have individual and different expectations of a new budgeting system. Some will welcome change while others may be uncomfortable with moving to a new system.
 - **Solution** - Communications. A project management strategy that provides stakeholders a voice and a clear understanding of the project goals and strategy for success. Most people are comfortable with change if it is well communicated and they are a part of the process – people don't like surprises.

- **Problem - “The Reporting Gap”** - The RFP makes reference to required reports, the makeup of which will be specific to the needs of The City and others may be identified during the implementation process. The exact number of reports that can be used ‘out of the box’ vs. being customized and individually tailored is not known exactly.
 - **Solution** - We have tried understanding The City’s report requirements as best as we can. Many reports are available in Questica Budget in a similar way, others we believe others will need to be created specifically for The City.
- **Problem - If An Aggressive Timeline is required** - No doubt the First Phase of the project is the most important – it typically includes the discovery sessions and the development of the plan that will provide for the success of the project.
 - **Solution - Careful Resource Scheduling** - Questica will work with The City to complete the discovery sessions as soon as possible, contract award. Careful attention will be given to the availability of staff and their commitments.
- **Problem - Scope Creep** - It’s important on any project to properly define what’s in scope and what is not.
 - **Solution** - Questica will work with The City in order to define a clear and detailed Scope of Work.

Quality Management

Questica maintains a ticket tracking system that it uses internally for all project tasks. For the data import, integration and custom reporting activities, each of our Professional Services and Development departments have internal testing protocols that they adhere to before providing deliverables to The City. All testing anomalies are ticketed using our tracking system (Connect-wise) so that they can be individually tracked, assigned and resolved. This happens in large part ‘behind the scenes’ in that this process is always in place for all Questica activities to ensure a constant quality standard.

Project Objectives

The core objectives of any Questica Budget implementation are:

- Ensure that the customer understands how Questica Budget works and how it relates to their current methods of managing budgets.
- Identify and address any areas that would require custom work.
- Ensure that data populated into Questica Budget accurately balances to current system values
- Develop a link between the financial and HR systems and Questica Budget to keep systems in sync
- Provide sufficient training to help the customer become self-sufficient in managing Questica Budget
- Make the transition from the current system to Questica Budget as smooth as possible

Quality Assurance Plan- Testing

Note: The final Acceptance Testing Plan will be mutually agreed upon.

The following is a description of a testing plan could look like:

Party (ies) conducting testing - City and Questica

Operating and Salaries Budget Functionality:

- Testing Duration - TBD

Capital Budget Functionality:

- Testing Duration - TBD

Acceptance Testing Procedures:

Questica proposes to take on the role of Guide and Facilitator, providing best practices and structure to ensure testing happens in an organized, effective and timely way. Working with the Project Management and Core Working Team, Questica will prepare guidelines that will document the following:

Objectives

It is anticipated that testing, with assistance from Questica, be conducted by each stakeholder class (Technical, Functional, Manager's Office, etc.). Any specific goals, assumptions, or constraints will be detailed.

Unit / Component Testing

The purpose of the unit/component testing is to ensure that each individual module in the system satisfies the quality standards and system requirements that apply. It describes the type of testing that is expected and explicitly how it should be conducted. It will include:

- Requirement(s) satisfied by the module/component
- Testing procedures - A definition of how the tests will be performed. What screens will be tested, what reports will be tested? A testing script may be included in this specification if required.
- Environment Definition - Will define the data environment to be used for the testing.
- Exit Criteria - Defining what an acceptable level of testing is and when it should be considered complete.

Integration/Regression Testing

The project introduces new Components on a phased and per-component basis. The purpose of the Integration/Regression test is to retest previously tested units and ensure that Questica Budget is working as intended after the introduction of each additional Module/Component.

The purpose for Regression testing is to ensure that 'what use to work, still works' after each new component is added.

Final User Acceptance Testing

The final stage of testing will be the Acceptance test. If the Unit and System tests were completed successfully, there should be no surprises here. The purpose of the User Acceptance test is to verify that the system meets the needs of the users. It is anticipated that the testing group for this test will be the Core Working Team and a series of Functional Users designated and asked to participate in this process.

For this process Questica will provide:

- Requirements - the Functional test that will be required. It will be specific about what will be tested, and will be based on the needs defined in the discovery phase of the Project. It will also include a review of any City specific documentation created for this project.
- Responsibility - a clear definition of who is expected to test what.
- Procedures - defining the sign-off procedure, a testing plan, and if necessary, scripts.

Exit Criteria - Defining the acceptable level of testing. This is similar to the unit testing discussed above, but with a broader scope.

Successful completion of the Acceptance testing will be determined as follows:

- Acceptance testing of Requirements completed, test results documented and deficiencies noted
- Noted deficiency list, if any, reviewed by the Contractor, response on plan to address deficiencies sent back to The City, plan to address to address deficiencies reviewed and approved by The City

Acceptance Testing Failure Procedures:

- Deliver deficiency list, if any, to Questica.
- Review of deficiency list by the Contractor and return response on plan to address deficiencies.

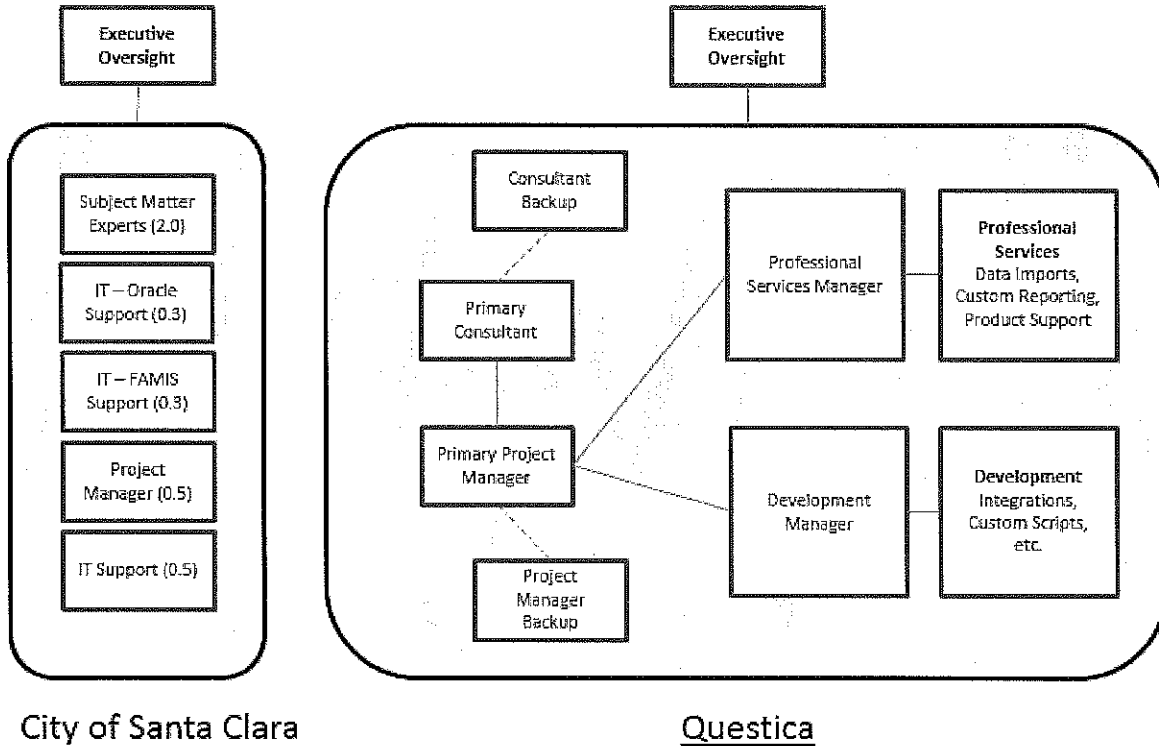
Remedies

- Noted deficiency list, if any, reviewed by Questica, response on plan to address deficiencies sent back to The City, plan to address to address deficiencies reviewed and approved by The City

Typical Implementation Resources - City

Please note that actual resources may vary based on each client's need.

Implementation Org Chart



Services and Responsibilities

The Questica Project Manager shall be responsible for:

1. Main point of contact through the implementation process
2. Coordinating the development of the Project Plan in consultation with The City's Project Manager and team members.
3. The timely delivery of items identified as "In scope" within the SOW.
4. Ensuring that City staff are sufficiently educated in the Questica Budget application to understand the implications of initial design decisions.
5. Providing The City with timely and detailed descriptions of the items identified as "Customer task" within the SOW.
6. Advising The City of expected completion dates for items identified as "In scope" within the SOW.
7. Advising The City of the impact on the expected delivery dates of "In scope" items when prerequisite the Customer tasks, such as the completion of data import templates or approval of report specifications, are advanced or delayed.
8. Monitoring the progress of the project and advising The City of risks to its on-time completion.
9. Coordinating the completion and approval of Change Orders.

The City's Project Manager shall be responsible for:

1. The timely delivery of items identified as "Customer task" within the SOW.
2. Advising Questica of the expected delivery dates of items designated as "Customer tasks".
3. Ensuring that Change Orders contain a full specification of the changes required.
4. Ensuring that Customizations are fully specified and documented.
5. Ensuring that all City team members have a clear understanding of their responsibilities to the project.
6. Filling out data import templates
7. Signing off on data imports, integration, and customizations (if required)
8. Scheduling of product testing
9. Assisting with the creation of training materials (as necessary)

Data to be provided:

- Chart of Accounts- list of GL Categories and GL Accounts
- List of Fund Categories and Funds
- List of Departments, Divisions, Cost Centers and their relationships
- Tree/Department/Fund Hierarchy
- Operating budget data
- Capital budget data
- Salary Data- employees, positions, grades, steps, scales/grids, benefits, position-employee relationships, positions-cost center relationships.

Interface/Integration Approach

Financial System Synchronization

We have extensive experience integrating Questica Budget with dozens of different financial systems and HR systems in numerous municipal governments.

Questica Budget has been successfully integrated/working on integrations (actual costs and budget) with the following systems:

- PeopleSoft
- SunGard (HTE, Naviline and IFAS)
- Oracle
- Dynamics GP
- SAP
- JD Edwards
- Lawson
- Cayenta
- MS Govern
- Munis
- Bellamy Software
- Accpac
- Epicor
- Mitchell Humphrey
- Vadim Software
- Vailtec

HR Integrations include:

- PeopleSoft
- SunGard
- SAP
- JD Edwards
- Oracle
- Lawson
- MS Govern
- Bellamy Software

Please note: Some of these integrations have been done directly to the tables, where as some have been done via csv files, staging tables, and web services.

Partnerships include:

- Diamond Municipal Solutions
- Infor (Lawson)
- Microsoft Corp.
- Cedar Crestone
- Vadim Software
- Mitchell Humphrey
- Harris ERP (MS Govern)

Questica Budget is used by various public sector entities, all with different financial/HR systems. As we routinely integrate with these external systems to share budget related data, we have developed a specialized tool for this purpose – The **Questica Integration System** or **QIS**.

QIS is a sub system within Questica Budget and is designed to simplify the integration process and reduce the amount of time it takes to integrate Questica Budget with different customer systems, typically financial/HR/ERP, and other miscellaneous external systems. Because all customers use different tables and dimensions, it is important that the integration be configurable. The Questica Integration System was designed to provide a highly configurable framework for sharing budget-related data with existing (and future) external data sources.

The data flow can best be visualized using the following diagram:

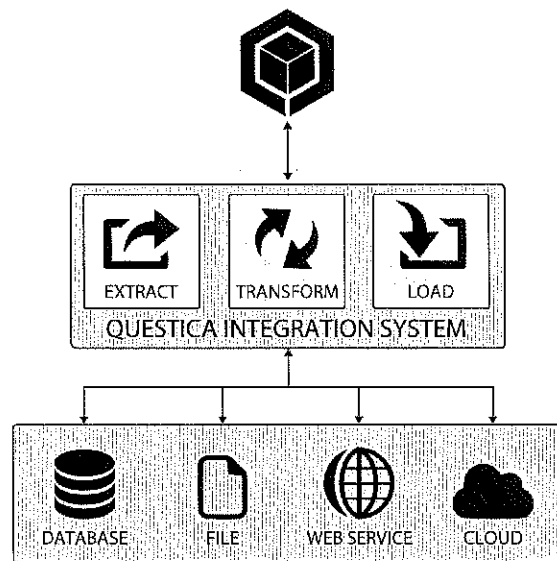


Figure 1: Integration Flow Diagram

The Questica Budget application is represented by the symbol at the top, with the QIS system in the middle, and various customer systems (Financial, HR, ERP, etc.) on the bottom level. In the case where data is to be extracted from Financial System and moved to Questica Budget, we would consider data to be moving from the bottom to the top in the diagram. If we were extracting from Questica Budget to insert into Financial System, data would move from the top to the bottom.

Extract, Transform, and Load

The QIS system consists of a series of interchangeable “connectors”. A connector is added depending on how the data is being to be extracted. We have pre-built connectors that will

utilize SQL Database Queries, Web Services, XML, ODBC, OLEDB, delimited flat files, etc. The appropriate connector is selected and configured with a text file that provides the details of the information that is being imported.

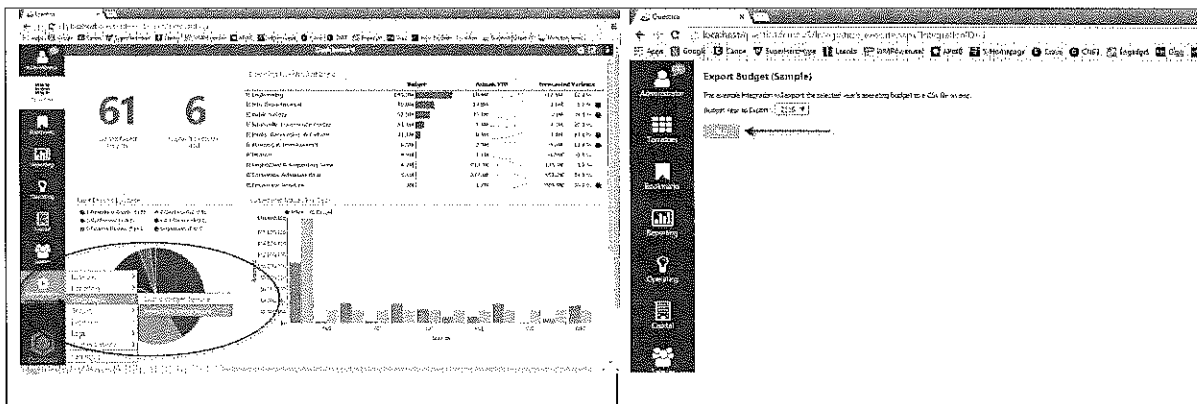
The connector then passes data (as XML) to a “transformer” where the data is transformed using T-SQL. The T-SQL can be configured to manipulate the data and map it to the required format and columns.

Finally, another connector is used to load the data into the destination (either Questica Budget or the external system, depending on the direction). As before, different connectors can be utilized depending on whether Questica Budget is hosted on the same server and the Integration tool, or is hosted elsewhere. If on the same server (or a server on the same network) a SQL connector would typically be used. Once again the connector is configured with a configuration file.

Scheduled or On-Demand

The entire process is scheduled through the Windows task scheduler, or run on demand by an Administrator, as shown below. Monitoring of scheduled integration tasks can be performed in a number of ways, but the most popular method is the notification of exception or failure via an e-mail. Exception/failure e-mails can be configured to e-mail one or more people in the case of failure.

The integration details are available from the main ‘Administration’ menu.



Configured For Your System

The system is normally configured by Questica’s technical staff during the implementation phase. This consists of selecting the appropriate connectors and establishing the integration by changing the text in the configuration files. Questica Budget Customers would certainly be able to update or create new integrations using the framework provided. The key skill involved is an

understanding of XML and knowledge of T-SQL. All of the configuration files are available to all customers - there are no hidden tools or technology that would not be available to your staff.

Salaries / Salary Synchronization

The process for loading HR/payroll data into the system is via the 'Salaries Synchronization Tool'. This provides a mechanism to review and commit the changes to the Questica Budget Salaries module. The screen below – which can be customized – shows the settings used to configure the tool.

Salary Synchronization Settings
Configure the Salary Review Settings to meet your needs.

Entity	New Items	Deleted Items	Existing Items
Staging Position	Do Not Synchronize	Do Not Synchronize	Do Not Synchronize
Staging Employee	Do Not Synchronize	Do Not Synchronize	Do Not Synchronize

Fields

Field	Resolution	Default Value
Employee	Do Not Synchronize	
First Name	Do Not Synchronize	
Last Name	Do Not Synchronize	
Employee Number	Do Not Synchronize	
Comments	Do Not Synchronize	
Seniority Adjustment	Do Not Synchronize	
Wage Adjustment	Do Not Synchronize	

Additional Settings

Delete Vacant/Future Positions:

Cost Center Unique Key: _____

Position Unique Key: _____

Employee Unique Key: _____

Department Unique Key: Department.AccountingReference

This screen allows the user to determine precisely which changes should be brought over from the HR system. The terminology used in this screen is defined as follows:

- New Items: Items that exist in the HR System, but do not yet exist in Questica Budget.

- Deleted Items: Items that no longer exist in the HR System but do exist in Questica Budget.
- Existing Items: Items that exist in both Questica Budget and the HR System, but may be out of date in Questica Budget.

For each of the four supported integration types, (Positions, Employees, Position-Employee Allocations, Position-Costing Center/ DeptID Allocations) your system administrator can specify whether or not to synchronize new items, deleted items, and existing items. Your system administrator can also specify which fields they would like synchronized, and supply default values for fields on new items.

Once the Salaries Synchronization is configured, we run the tool in “Test Mode” to view the changes that are calculated by the Salaries Synchronization tool.

The screenshot shows the 'Salary Synchronization' tool interface. At the top, there is a 'Testing Mode' checkbox which is checked and circled. Below this, there is a table with columns for 'Entity', 'Action', and 'Description'. The table contains several rows of data, including 'Employee' entries with 'Delete' and 'Add' actions, and 'Position Employee Allocation' entries with 'Add' and 'Update' actions. Below the table, there is a detailed view of a selected item, showing fields like 'ID', 'Organization', 'First Name', 'Last Name', 'Employee Number', 'Seniority Adjustment', 'Comments', 'Seniority Adjustment', and 'Wage Adjustment', along with their 'Old Value' and 'New Value'.

Once the process is complete, the above list of changes will be displayed. Each item will be listed, along with the type of item it represents, and the action that will be performed on it. Once the user has verified that the changes listed are correct, the tool will need to be run again with “Test Mode” turned off. This will re-run the tool and update the Salaries module with the latest information from your HR System.

The process of integrating Questica Budget with the HR System is now complete. The data has been retrieved by the integration, the changes verified by the user/system administrator, and the Questica Budget Salaries module is updated with the most current information.

Training Approach

This section outlines both the initial training program, and ongoing customer training (Questica eTutor Tuesdays).

Questica takes a hands-on approach to training by working closely with customers to establish the best training plan possible. It is the role of Questica's project managers to work with City staff to establish training objectives and desired outcomes.

Questica is prepared to perform all training services onsite. The City may also want to consider a "Train-the-Trainer" approach where Questica would train core users who would in turn train other users.

Your staff would choose a suitable date(s) and time(s) that is best available for all parties to be trained. If training is to be done remotely, it would be the City's responsibility to equip its staff with the necessary computer equipment and internet collaboration tools needed for the remote training. If training were to be onsite, it would be the City's responsibility to schedule a training room and supply the necessary computer equipment.

Questica would work with the City to supply training materials as well as handouts for end-user training. Often when asked to do the "Train the Trainer" approach, Questica will also sit in on the first few end user training sessions to ensure the trainers are covering the material properly. Questica also recommends training staff at a time that is close to beginning budget preparation cycle.

A typical end user training session would begin with a PowerPoint slide show that discusses the purpose of the software and the fundamental concepts. The next step is to invite users to work hands on within the Questica Budget training environment. The instructor and supporting staff walk around the room assisting with questions. A handout is usually prepared and given to the users.

The City would be encouraged to modify Questica's handouts to suit the needs of your users.

The number and configuration of environments for Questica Budget is flexible and largely dependent on Customer's existing IT department's policy and procedures. We normally recommend 4 environments: Production, Test, Training and development. These can reside on a single server, or more, using a single database instance, or more. Any combination of servers, databases and instances are supported. There are no additional costs for any number and configuration of environments for Questica Budget.

A typical training session would be laid out as follows:

User/ Administrative Training

- In depth overview of Questica Budget
- Administrative Training

Overview/ Training topics

- General Orientation
- Interface
- Consistent layout
- Try to reduce number of screens
- Contextual experience (menu rollovers, button pop-ups)
- Navigation
- Cost Center / Project Structure

Administrative Training

Administration:

- Batch Processes
- Lock Versions
- Copy Versions
- Promote/Demote Versions
- Balance Versions
- Security - users, licenses, roles and permissions
- Group Model
- Licensing
- Settings - budget year, budget stages, ranks, project types, trees, regions, templates, system properties

Reporting

- Report Types - PDF, Word, Excel
- Contextual Reports - they run within a cost center/project and do not require a user to enter any parameters
- Report Center - Requires Parameters
- Custom Reporting
- Ad-hoc Reporting
- Scheduled Reporting
- Future of Reporting

Post implementation and ongoing training:

Post Project implementation training will be available at your location, at our offices (Burlington) or via Web-ex type services. In addition, each month Questica hosts a free customer-only webinar to provide your staff on-going training and product knowledge. These monthly sessions are known as **Questica eTutor Tuesdays** – as they are held on the 2nd Tuesday of each month. Each Questica eTutor Tuesday session is recorded and the library of video training sessions is always available to your staff.

All Questica Budget customers have access to over 20 recorded Questica eTutor Tuesday webinars. Each of these training webinars is 20 – 40 minutes in length, and focuses on a single aspect of the application. These training videos are available at no charge to all Questica Budget customers and can be viewed as often as you wish. New sessions are added each month.

The current library of video training material includes the following topics:

- Advanced Search
- Grid fundamentals
- Reporting (standard reports)
- Change Requests
- Variables and Formulae
- Ad-hoc reporting
- Salary & Position Planning module
- Capital module
- Tips & Tricks (all modules)
- Form Editor (Screen Editor)
- Security
- Modifiers / Benefits
- Baselines & baseline reports
- Audits /Logging
- Distributions - annualizing budget numbers
- New User Navigation
- Scenarios & What-if budgeting
- Batch Processes
- Salary module review and new features
- Q&A only (customer questions on any topic)
- Excel Import / Export feature
- Change Requests - focus on Capital module
- The new Allocations Module
- Budget Stages & Workflows
- The New Report Center

Upgrade Approach

Questica releases 1-2 major product updates per year. Hot fixes are released as needed. All Support and product updates are provided to clients at no charge as part of their maintenance package. This allows a structured rollout of new versions for our customers introducing only features that have been rigorously tested prior to release. Our development schedule is driven primarily by customer feedback. All releases come with comprehensive documentation, features added, known issues, database schemas, installation documents etc. Typically an upgrade takes 1-2 hours to install and test prior to production implementation. Upgrades can be done during off-peak times when there are fewer users logged into the application and can be done by Questica staff or by your staff (with proper training).

Applying Upgrades

Upgrades are normally performed in the test environment prior to rollout to the production environment.

A request would be made to City staff to give Questica staff access to the application database. Normally done after hours, the database would then be "frozen," and the upgrade applied via our automatic database upgrade tool - a simple drag & drop executable file. As there is no software installed on the workstations, they are not affected. After initial testing, the database would then be released back to City staff members. Once The City has tested and accepted/signed off on the upgrade, training would begin (if applicable).

For each upgrade Questica performs the following tasks:

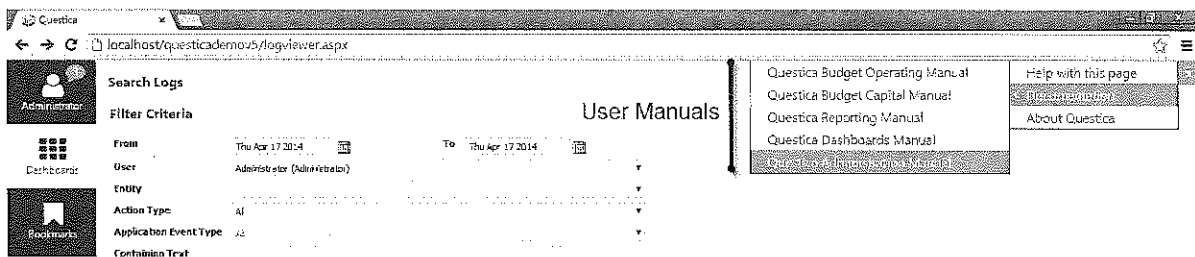
1. Update any documentation that is necessary.
2. Update installer document if necessary.
3. Update the new features document.
4. Update the table and table schema.
5. Update the list of changes to the database.
6. Upload the new version to Questica FTP site.
7. Notify existing customers of a new version.

Product Documentation

All necessary documentation is provided with each new release including:

1. Questica Administrators Manual
2. Questica Budget Capital User Manual
3. Questica Budget Operating User Manual
4. Questica Dashboards Manual
5. Questica Database Documentation
6. Questica Database Schema
7. Questica Release Notes
8. Questica Reporting Manual
9. Questica Technical Requirements
10. Questica Upgrade Documentation

End-user documentation (user manuals) is available from the Help menu on the main page in the application.



Support Approach

Questica has only one support model that it makes available to all of its customers. It is designed to provide the highest standard of quality support to clients in all North American time zones.

The support process: All support issues are tracked as support tickets at Questica. We use a dedicated incident and ticket tracking system (Connect-wise) to track every support issue from the time it is first reported until it is resolved and closed. When an incident is reported it is fully documented and its severity and impact on the customer is used to route the support ticket appropriately. All Questica staff are based in our Burlington, Ontario offices, so tickets can be immediately referred to the highest level of development or technical resources for additional attention.

In all cases a support incident is assigned to an individual who has the responsibility of working with our client contact until the incident is resolved. It is this individual's responsibility to work on our customers behalf to escalate incidents if appropriate, and to provide steady feedback to our customers.

A support issue can be raised with our support staff by e-mail or by calling our technical support line. This line is always staffed Monday through Friday from the hours of 8am to 8pm EST. At all times there is an individual who maintains the primary responsibility of ensuring the support line is monitored and answered promptly – if this individual is occupied, our phone system will automatically escalate the call to a larger pool of qualified individuals.

Each support incident is deemed closed when a remedy, reasonable workaround, or recommendation for the installation of a current maintenance release has been offered and accepted, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software.

Number of Support staff: Normally, 6 support staff are available on the technical support call queue.

Time Zones/Response Time: Core support staff is on hand and available from Monday-Friday from 8am through 8pm EST. This provides coverage through all core North American time zones. All calls and e-mails are guaranteed an initial response within at 15 minute period if received during core support times.

All our support staff is licensed to use the Citrix GoToMeeting product to share a screen with callers.

There are no formal limits put in place on the number of calls or incidents that a customer may log. Our expectation is that support calls will be made to Questica by staff or Administrators of Questica Budget.

Customer Responsibilities: Your responsibilities are different depending on how you license Questica Budget. With a traditional software license purchase where you host Questica Budget on your own server infrastructure, you have the responsibility for all hardware and server licenses (Windows Server & MS-SQL,) for maintaining the server, and for making appropriate timely backups of the Questica Budget database. In a hosted Software as a Service (SaaS) environment, Questica takes on these responsibilities. You also have the responsibility of ensuring that your staff is trained to use Questica Budget. Our unlimited support line should not be considered a substitute for proper user training.

Configuration Support: The implementation plan included in this RFP response includes the initial configuration of the Questica Budget system. After you are live and using Questica Budget in a production environment your support would be transitioned from your implementer to our Technical Support staff for ongoing support. At that point, if there are any questions related to configuration your staff are welcome to contact our Technical Support staff on the unlimited support basis as described above.

Integration Support: Questica Budget integrations that are purchased and are part of the initial implementation are fully supported by Questica.

System Support: All System Support related questions are fully covered by our support program and are answered on an unlimited basis.

We maintain a services agreement that details what we provide based on the license type. In all cases we commit to supporting Questica Budget so that it can be used on an ongoing basis in the same way that it was implemented. All product releases are included in our Maintenance and Support as well. There are several exclusions in the support agreement as well depending on the nature of the licensing (hosted vs. not hosted). However, in both cases our maintenance does not include the training of your staff.

Version Support: Questica releases at least one major and one minor product update per year. We understand that often our customers only want to update their product on a scheduled basis, or when new functionality is introduced that interests them. Although we do encourage our customers to keep Questica Budget updated, it is not a requirement. We have mirrored our support structure with that of Microsoft – we continue to support browser, server and database versions that are supported by Microsoft. (For example, the MS SQL 2005 database was no longer supported as at January 2013, matching Microsoft's support structure.) It should be noted that our support staff will provide assistance to the extent that they can with prior

releases – the resolution to a problem may be addressed in a future release, and in those cases these resolutions would be a recommendation of an upgrade to that future release.

Disaster Recovery: Since all data and product configuration data is stored in a single MS-SQL database, Questica Budget can be restored from a disaster very quickly providing the database is backed up regularly. There are three core failure scenarios – the web server component (IIS, or its related server hardware,) the Questica Budget database (MS-SQL Server, or its related hardware,) or both.

The process of recovery is the same in all cases: 1) Ensure that the Questica Budget database is available from a MS-SQL database, being recovered from a backup on an alternate server if necessary. 2) Ensure that the Questica Budget product is installed on an IIS web server. 3) Configure Questica Budget to point to the appropriate Questica Budget database by configuring the web.config file on the hosted IIS server. (There are other minor steps involved that are well documented, but these are the major steps.)

Please note that Questica Budget is supported in failover clustered IIS and SQL server environments, such that the needs for a barebones re-installation from backups should not be necessary. However, if it is, the speed of recovery is based on the time required to have the IIS and SQL server installed and ready so that the above steps can be performed, together with the restored backup. If it is critical that Questica Budget be available as quickly as possible with little to no downtime, an alternate server can be configured for failover purposes.

Process for monitoring, escalating, and resolving issues during the project

All technical support is provided toll free from the Questica office in Burlington, Ontario. Standard support hours are 8 am to 8pm (EST), Monday through Friday. For after-hours support requests, Questica's Project Managers can also be reached via cellular phone or email. **Response time is normally immediate, and is generally no longer than 1-2 hours.** Normally, 6 support staff are available on the technical support call queue. They will work with City staff to assist in troubleshooting all issues, including system issues. Often, screen sharing technologies such as Web-ex or GoToMeeting are used to facilitate such troubleshooting and support issues.

Support calls are classified into the following criteria:

Support issues are classified as described above (Priority 1, 2, 3)

Priority 1 – Urgent (example: system is unavailable to users) – Support staff immediately ceases any other activity and work towards a solution, and if possible, remains on the phone with the customer until resolved.

Priority 2 – Important (example: software bug) – Support staff work to resolve the issue within the same business day.

Priority 3 – Minor (example: minor nuisance or irregularity) – To be considered in the next development cycle – may require a hot fix.

All support issues, customer-needs and suggestions are tracked through our CRM (Customer Relationship Management) tools. All support calls/emails are entered and assigned a tracking number. All support tickets and status updates are available via our customer portal.

Service tickets are escalated automatically (to development, mgmt., etc.) via email to ensure all response commitments are met.

Software issues have the following classifications:

- Low- To be considered in the next development cycle
- Medium- To be considered in the next development cycle
- High- Addressed in the next Build
- Critical (Work Stoppage) - Addressed immediately

Service tickets are escalated automatically (to development) via email to ensure all response commitments are met.

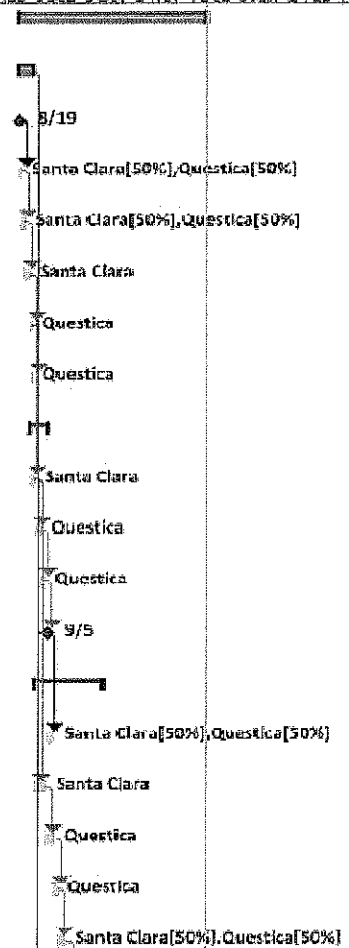
If needed, customers can escalate support issues in the following manner:

4. Manager, Customer Service & Support
5. President
6. Chairman

Office and mobile phone number for these positions will be provided upon contract award.

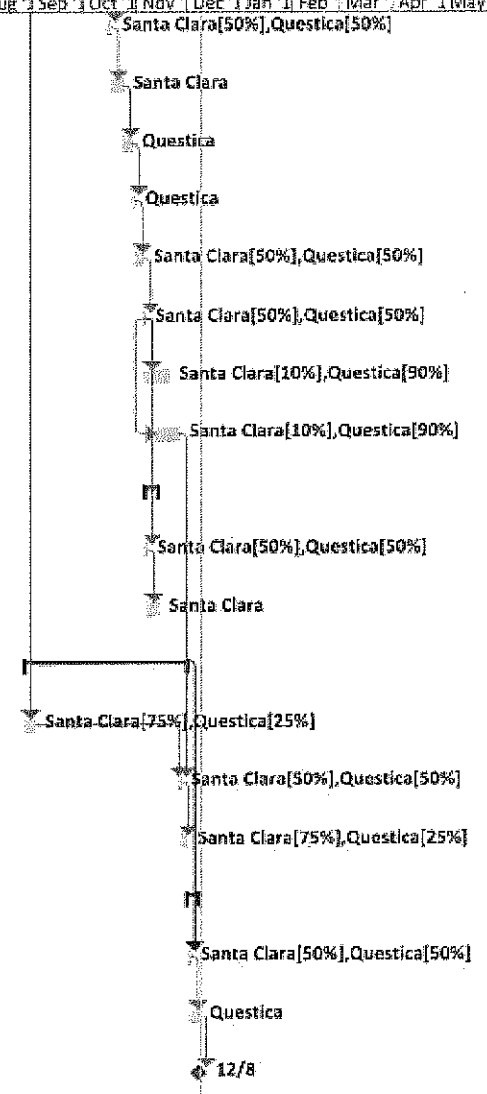
Chapter 5 – Project Schedule

Sample Project Schedule					
ID	Task Name	Start	Finish	Duration	Jun '14 Jul '14 Aug '14 Sep '14 Oct '14 Nov '14 Dec '14 Jan '15 Feb '15 Mar '15 Apr '15 May '15
1	Questica Implementation Sample Schedule	Tue 8/19/14	Mon 12/8/14	80 days	
2	Project Initiation	Tue 8/19/14	Wed 8/27/14	6.5 days	
3	Contract Signed	Tue 8/19/14	Tue 8/19/14	0 days	
4	Kick-off	Tue 8/19/14	Wed 8/20/14	1 day	
5	Develop Implementation plan	Wed 8/20/14	Fri 8/22/14	2 days	
6	Complete Project Questionnaires	Fri 8/22/14	Mon 8/25/14	1 day	
7	Install Questica Budget (Prod and Test) on Questica servers	Mon 8/25/14	Tue 8/26/14	1 day	
8	Create FTP Site	Tue 8/26/14	Tue 8/26/14	0.5 days	
9	General Framework Implementation	Mon 8/25/14	Fri 9/5/14	9 days	
10	Complete Global Import Workbooks	Mon 8/25/14	Thu 8/28/14	3 days	
11	Analysis	Thu 8/28/14	Mon 9/1/14	2 days	
12	Import Global Data	Mon 9/1/14	Wed 9/3/14	2 days	
13	Sign-off Global Data Import	Wed 9/3/14	Fri 9/5/14	2 days	
14	Operating Module Implementation	Thu 8/28/14	Wed 10/8/14	20 days	
15	Identify Operating Structure	Fri 9/5/14	Tue 9/9/14	2 days	
16	Complete Operating Import Worksheets	Thu 8/28/14	Thu 9/4/14	5 days	
17	Analysis	Thu 9/4/14	Tue 9/9/14	3 days	
18	Import Operating Budget	Tue 9/9/14	Thu 9/11/14	2 days	
19	Test Operating Data Import	Thu 9/11/14	Tue 9/16/14	3 days	



Sample Project Schedule					Jun '14	Jul '14	Aug '14	Sep '14	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15	May '15
ID	Task Name	Start	Finish	Duration												
20	Sign-off Operating Data Import	Tue 9/16/14	Wed 9/17/14	1 day					Santa Clara[50%],Questica[50%]							
21	Develop Operating Actuals Import Integration	Wed 9/17/14	Wed 10/1/14	10 days					Santa Clara[10%],Questica[90%]							
22	Develop Operating Actuals Export Integration	Wed 9/24/14	Wed 10/8/14	10 days					Santa Clara[10%],Questica[90%]							
23	Training	Wed 9/17/14	Thu 9/25/14	6 days												
24	Train-The-Trainer (T3) Training	Wed 9/17/14	Thu 9/18/14	1 day					Santa Clara[50%],Questica[50%]							
25	End User Training	Thu 9/18/14	Thu 9/25/14	5 days					Santa Clara							
26	Salaries Module Implementation	Wed 9/17/14	Tue 11/11/14	39 days												
27	Identify Salaries Structure	Wed 9/17/14	Tue 9/23/14	4 days					Santa Clara[50%],Questica[50%]							
28	Complete Salaries Import Worksheets	Tue 9/23/14	Tue 9/30/14	5 days					Santa Clara							
29	Analysis	Tue 9/30/14	Fri 10/3/14	3 days					Questica							
30	Import Salaries Data	Fri 10/3/14	Wed 10/8/14	3 days					Questica							
31	Test Salaries Data Import	Wed 10/8/14	Tue 10/14/14	4 days					Santa Clara[50%],Questica[50%]							
32	Sign-off Salaries Data Import	Tue 10/14/14	Wed 10/15/14	1 day					Santa Clara[50%],Questica[50%]							
33	Develop Salaries Import Integrations	Wed 10/15/14	Fri 10/31/14	12 days					Santa Clara[10%],Questica[90%]							
34	Develop Salaries Export Integration	Tue 10/21/14	Tue 11/11/14	15 days					Santa Clara[10%],Questica[90%]							
35	Training	Wed 10/15/14	Thu 10/23/14	6 days												
36	Train-The-Trainer (T3) Training	Wed 10/15/14	Thu 10/16/14	1 day					Santa Clara[50%],Questica[50%]							
37	End User Training	Thu 10/16/14	Thu 10/23/14	5 days					Santa Clara							
38	Capital Module Implementation	Wed 10/15/14	Wed 11/26/14	30 days												

Sample Project Schedule					Jun '14	Jul '14	Aug '14	Sep '14	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15	May '15
ID	Task Name	Start	Finish	Duration												
39	Identify Capital Structure	Wed 10/15/14	Fri 10/17/14	2 days												
40	Complete Capital Import Worksheets	Fri 10/17/14	Fri 10/24/14	5 days												
41	Analysis	Fri 10/24/14	Wed 10/29/14	3 days												
42	Import Capital Budget	Wed 10/29/14	Fri 10/31/14	2 days												
43	Test Capital Data Import	Fri 10/31/14	Wed 11/5/14	3 days												
44	Sign-off Capital Data Import	Wed 11/5/14	Thu 11/6/14	1 day												
45	Develop Capital Actuals Import Integration	Thu 11/6/14	Thu 11/20/14	10 days												
46	Develop Capital Actuals Export Integration	Wed 11/12/14	Wed 11/25/14	10 days												
47	Training	Thu 11/6/14	Fri 11/14/14	6 days												
48	Train-The-Trainer (T3) Training	Thu 11/6/14	Fri 11/7/14	1 day												
49	End User Training	Fri 11/7/14	Fri 11/14/14	5 days												
50	Go-Live Deployment	Wed 8/27/14	Mon 12/1/14	67.5 day												
51	Client Prepares Host Server(s)	Wed 8/27/14	Tue 9/2/14	4 days												
52	Install Site On Client's Servers	Wed 11/26/14	Thu 11/27/14	1 day												
53	End User Setup & Security	Thu 11/27/14	Mon 12/1/14	2 days												
54	Project Closure	Mon 12/1/14	Mon 12/8/14	5 days												
55	Project Review	Mon 12/1/14	Wed 12/3/14	2 days												
56	Document Outstanding Tasks	Wed 12/3/14	Mon 12/8/14	3 days												
57	Handover to Professional Services Support	Mon 12/8/14	Mon 12/8/14	0 days												



Chapter 6 – Project Staffing

The availability of the resources identified in this RFP response and the timeline in the sample project plan are contingent upon the Customers adherence to the contract execution and project kick-off dates as provided in the RFP document and/or SOW. Any delay related to contract execution and/or the project kick-off may negatively impact the availability of the resources identified and the project timeline as outlined in our response. Questica will replace the identified resources with equally qualified individuals in the event the resources identified in this RFP response are not available. A final project plan will be jointly created by Questica and the City during the initial planning phase based upon detailed specifications and a better understanding of resource availability at that time.

James McCall - Project Manager (PMP)

Phone: (905) 634-0110 x 522

Toll Free: (877) 707-7755 x 522

Fax: (866) 520-8514

Email: jmccall@questica.com

Role in this Project: Project Manager, Implementer

EDUCATION & EXPERIENCE

Degree in Physics & Computer Science - Brunel University, London

Certified Project Management Professional (PMP)

20+ years in database application design and development

Co-founder and technical director at eyebase.com – digital asset management software systems

Recent Questica Budget Implementation experience

- City of Edmonton, AB
- City of Plymouth, MN
- City of Arvada, CO
- Sound Transit, Seattle WA
- Lane Community College, OR

Michael Newsome - Senior Consultant

Phone: (905) 634-0110 x 518

Toll Free: (877) 707-7755 x 518

Fax: (866) 520-8514

Email: mnewsome@questica.com

Potential role(s) in this Project: Senior Consultant

EDUCATION & EXPERIENCE

- Law Society Part I - Law Society of England & Wales
- Certified General Accounting (Partial)
- 1 year in legal practice
- 4 years in financial services audit
- 2 years with Ontario Government regulating financial institutions
- 6 years financial, tax, and economic planning with resource based companies, and related Provincial and Federal government departments.

Recent Questica Budget Implementation experience

City of Greensboro, NC

All modules purchased along with customizations and custom reports. Integration to Lawson.

City of Riverside, CA

Description of project - All modules purchased. Integration to SunGard.

Municipality of South Huron, ON

Description of project - Questica imported their Chart of Account and they manually keyed in their Salaries and Operating data as a cost saving measure. Integration to Dynamics GP.

City of Mississauga, ON

Description of project - implementation is on-going. All modules purchased along with customizations and custom reports. Custom benefit calculations are being created for different position groups. Integration to SAP.

Bob Vivash - Project Manager

Phone: (905) 634-0110 x 519

Toll Free: (877) 707-7755 x 519

Fax: (866) 520-8514

Email: bvivash@questica.com

Potential role(s) in implementation: Project Manager

EDUCATION & EXPERIENCE

Post Graduate Diploma in Business Information Technology – Manchester University

20+ years in IT Project Management including:

6 years implementing OLTP Pharmacy Claims processing

Recent Questica Budget Implementation experience

- City of Boston, MA
- City of Greeley, CO
- Langford, BC
- Town of Morrisville, NC
- Pinellas SunCoast Transit Authority, FL
- City of San Carlos, CA

Marjorie Johnson - Project Manager (back up only)

Phone: (905) 634-0110 x 510

Toll Free: (877) 707-7755

Fax: (866) 520-8514

Email: mjohnson@questica.com

Potential role(s) in this Project: Project Manager

EDUCATION & EXPERIENCE

- Certified General Accountant (CGA) Designation, 2004
- Life Management Institute, 2002
- Fellowship, Life Management Institute (FLMI) Insurance Designation
- Over 10 years of municipal experience

Other relevant qualifications

- Capital Manager at the **City of Vaughan**, Ontario - September 2003 - August 2007
- Systems Implementation, Development and Upgrade Experience including PeopleSoft, JD Edwards and Questica's Questica Budget Capital
- Over Six Years Combined Enterprise-wide Business Process Audit, Best Practices and Continuous Quality Improvement Experience
- Excellent Leadership, Project Management, Research and Communication Skills

Recent Questica Budget Implementation experience

City of Prince George, BC

The implementation of Questica Budget Capital was done in a matter of weeks. Integration to JD Edwards.

Town of Essex, ON

Description of project - Questica imported their Chart of Accounts while they manually keyed in their Operating and Salaries data as a cost saving measure. Integration to Dynamics GP.

Municipality of Centre Wellington, ON

Description of project - Implementation was done remotely with training being done onsite. A total of three custom reports were delivered. Integration to Dynamics GP.

City of Oceanside, CA

Description of project - all modules were purchased. Integration to Oracle systems.

Allan Booth - Project Manager (backup only)

Phone: (905) 634-0110 x 545

Mobile: (905) 559-0783

Toll Free: (877) 707-7755 x 545

Fax: (866) 520-8514

Email: abooth@questica.com

Potential role(s) in this Project: Project Manager, User Training

EDUCATION & EXPERIENCE

- 13 years in software design and implementations.
- Has successfully implemented over 30 ERP and Questica Budget projects across North America.
- Extensive history in web based design and managing of development groups
- Commercial Aviation and Flight Technology Diploma, Seneca College, 1993

Recent Questica Budget Implementation experience

- **Strathcona County, AB**
 - Description of project - All Questica Budget modules purchased. The County required a number of customizations, custom calculations and custom reports. Integration to JD Edwards.
- **Osceola County, FL**
 - Description of project - All modules purchased. Implementation was done remotely with training done onsite. Integration to SunGard.
- **Washington County, MD**
 - Description of project - Implementation was done remotely with training being done onsite. A total of five custom reports were delivered. Integration to PeopleSoft.
- **Municipality of Anchorage, AK**
 - Description of project - All implementation services were provided remotely except for onsite training. All modules purchased along with customizations and custom reports. Integration to PeopleSoft.

Steve Williamson - Project Manager

Phone: (905) 634-0110 x 501

Toll Free: (877) 707-7755 x 501

Fax: (866) 520-8514

Email: swilliamson@questica.com

Potential role(s) in this Project: Project Manager, User Training

EDUCATION & EXPERIENCE

- 5 years Intermediate Mechanical Designer at Nutech Engineering
- 5 years Senior Mechanical Designer at Rumble Automation
- 10+ years of IT Administration, from setting up Servers, Workstations, new application roll outs, and training (e.g. SolidWorks, Inventor, AutoCAD, SolidEdge, Office, etc.)

Recent Questica Budget Implementation experience

City of Windsor, ON

Description of project - Questica Budget Capital module was purchased in 2006. In 2010 The City purchased and installed the remaining modules – Questica Budget Operating and Questica Budget Salaries. As part of the implementation, Questica provided Ad-hoc reporting along with a several custom reports. Integration to PeopleSoft Financials and HR

Lac Ste. Anne County, AB

Description of project - all modules implemented. Integration to Dynamics GP

Frederick County, MD

All Questica Budget modules implemented. Integration to PeopleSoft Financials and HR

Sylvan Lake, AB

Description of project - Questica is importing their operating and capital data along with integrating Questica Budget with their financial solution. Integration to Dynamics GP

Oscar Asuncion - Project Manager

Phone: (905) 634-0110 x 525

Toll Free: (877) 707-7755 x 525

Fax: (866) 520-8514

Email: oasuncion@questica.com

Potential role(s) in implementation: Project Manager

EDUCATION & EXPERIENCE

A senior Project Manager with business analyst, technical support and escalation management experience. Customer-focused and goal-focused.

- Ryerson Polytechnic University, Toronto, ON- Certificate in Telecommunications Management, 1998
- University of Waterloo, Waterloo, ON — Bachelor of Mathematics, Applied Mathematics, 1992
- Services Program Manager
- Serviceability Engineer
- Critical Accounts Program Manager
- Senior CRM Technical Support Engineer

In addition, the following Questica personnel may be involved in the implementation process at varying points in time:

- TJ Parass - Project Manager (backup) /Owner
- James Orr - Developer / Manager
- RJ Ahuja - Developer / Manager
- Greg Double - Developer
- Kyle Wheaton - Developer
- Dave van Herten - Developer
- Steve Buchok - Developer
- John MacRae - Developer
- Marshall Bucek - Developer
- Ryan Hryczynski - Developer
- Malcolm Elsdon – Developer
- Jennifer Kozłowski - Developer
- Phil Long - Developer
- Ken Szreler - Product Specialist
- Rick Rogerson - Professional Services / Manager
- Morris Hall - Professional Services / Report Writer
- Tanya Chakhov - Professional Services / Report Writer
- Mark Ilagan - Professional Services / Report Writer
- George Boucher - Professional Services / Report Writer

Chapter 7 – Proposal Exceptions

The following related to “ATTACHMENT D Agreement for Services” of the RFP document.

Page 27 “CONTRACTOR’S SERVICES TO BE APPROVED BY A LICENSED PROFESSIONAL.”

This section should not apply to Questica since we are a software provider and do not supply services or solutions that have designated “Licensed Professionals”.

Page 30 “OWNERSHIP OF MATERIAL.”

The City maintains sole ownership of all data within the Questica database.

Questica Budget is a Commercial off the Shelf Solution (COTS) and as such, features and customizations are built into the core base of the software. Therefore, we cannot separate ownership of customizations from the core solution.

As per our License and Service Agreement, we would like to replace with:

2. OWNERSHIP AND COPYRIGHT. Questica is the owner of all intellectual property rights in the Work, related written materials, logos, names and other support materials provided pursuant to the terms of this Agreement. No title to the intellectual property in the Work or in any magnetic media or other physical media provided therewith is transferred to the Licensee by this Agreement.

Questica shall defend Licensee against any claim that the Work infringes a patent, copyright, trade-mark or other intellectual property right of any third party and Questica will pay resulting cost, damages and reasonable legal fees finally awarded, provided that i) Licensee promptly notifies Questica in writing of the claim; and ii) Questica has sole control of the defense and all related settlement negotiations.

If such claim has occurred or in Questica’s opinion is likely to occur, Licensee agrees to permit Questica at its option and expense, either to procure for Licensee the right to continue using the Work or to replace or modify the same so that it becomes non-infringing without loss of functionality.

Questica shall have no obligation to defend Licensee or to pay costs, damages or legal fees for any claim based upon use of other than a current unaltered release of the Work, if such infringement would have been avoided by the use of a current unaltered release thereof.

The foregoing states the entire obligations of Questica with respect to infringement or proprietary or intellectual rights of third parties.

Chapter 8 – Proposal Costs Sheet and Rates

ATTACHMENT E- Cost Proposal

Please Note that the below pricing does not include the optional Performance Measurements Module. Should the City wish the purchase this module, licenses would cost \$15,000 for up to 10 users + \$15,000 for Professional Services + \$3,450 for Maintenance and Support.

ATTACHMENT E Sample Cost Proposal Format

COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below, establishing a not-to-exceed amount. Additional services provided shall be calculated based on the hourly rate schedule provided.

The first year of the contract shall include the cost of all professional services required for installation, implementation, data conversion, application development, training, and the first year's warranty, maintenance, support and any applicable license costs.

without optional module

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Scope of Services") and reimbursable expenses shall not exceed \$ 235,000 . CONSULTANT agrees to complete all Scope of Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed the hourly rate per the agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY's may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for the Scope of Services, including reimbursable expenses.

License Count
 -Software Framework
 -50 Operating Users
 -50 Capital Users
 -50 Salaries Users
 -Unlimited Read Only Users
 -Allocations Module

Services Provided:	Amount
1. License and Maintenance Fees	\$ 125,000
2. Professional Services	\$ 125,000
a. Task 1	\$
b. Task 2	\$
c. Task 3	\$
3. Licensing	\$
4. Annual Maintenance	\$ 28,750
Discount	(\$43,750)
Year 1 Total Cost	\$ 235,000
Annual Maintenance Cost	\$ 28,750
Hourly Rate for Additional Services By Position	
1. Position 1 Project Manager	\$/Hour \$200/Hr
2. Position 2 Professional Services	\$/Hour \$200/Hr
3. Position 3 Developer	\$/Hour \$200/Hr

Professional Services subject to Scope of Work

Attachments

ATTACHMENT B- Proposer's Information Form

ATTACHMENT B Proposer's Information Form

PROPOSER (please print): Questica Inc.

Name: Andre Aberdeen

Address: 880 Fraser Drive, Suite 105, Burlington, Ontario,
L7L 5P5, Canada

Telephone: (905) 634-0110 / (977) 707-7755

FAX: (866) 520-8514

Contact person, title, telephone number, email address and fax number: Andre Aberdeen
Account Manager, (905) 634-0110x503, aaberde@questica.com, (866) 520-8514

Proposer, if selected, intends to carry on the business as (check one)

- Individual
 Joint Venture
 Partnership
 Corporation
 Governmental Entity

When incorporated? 1998

In what state? Ontario, Canada

When authorized to do business in California? 2011

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

- 1
 2
 3
 4
 5
 6

Or,

No Addendum/Addenda Were Received (check and initial).

Request For Proposal (RFP) for Budget and Financial Planning System

Page 21 of 43

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

(1) If Proposer is *INDIVIDUAL*, sign here:

Date: _____

Proposer's Signature

Proposer's typed name and title

(2) If Proposer is *PARTNERSHIP* or *JOINT VENTURE*, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name
(type or print)

Date: _____

Member of the Partnership or Joint Venture
signature

Date: _____

Member of the Partnership or Joint Venture
signature

(3) If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: Allan Booth- Treasurer (Title)
and _____ (Title)
of the CORPORATION named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Questica Inc.
Corporation Name (type or print)

By: Allan Booth *Allan Booth*
Title: Treasurer
Dated: 9 July 2019

By: _____
Title: _____
Dated: _____

(4) If Proposer is a GOVERNMENTAL ENTITY, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: _____ (Title)
and _____ (Title)
of the GOVERNMENTAL ENTITY named below; that they are designated to sign the Proposal Cost Form by resolution (attach an official copy, with Clerk's attestation) for and on behalf of the below named GOVERNMENTAL ENTITY, and that they are authorized to execute same for and on behalf of said GOVERNMENTAL ENTITY.

Governmental Entity (type or print)

By: _____
Title: _____
Dated: _____

By: _____
Title: _____
Dated: _____

ATTACHMENT C- Certification of Nondiscrimination

ATTACHMENT C Certification of Nondiscrimination

As suppliers of goods or services to the City of Santa Clara, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, or familial status; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.

(1) If Proposer is *INDIVIDUAL*, sign here:

Date: _____

Proposer's Signature

Proposer's typed name and title

(2) If Proposer is *PARTNERSHIP* or *JOINT VENTURE*, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name
(type or print)

Date: _____

Member of the Partnership or Joint Venture
signature

Date: _____

Member of the Partnership or Joint Venture
signature

(3) If Proposer is a **CORPORATION**, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: Allan Booth- Treasurer (Title) and _____ (Title) of the CORPORATION named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Questica Inc.
Corporation Name (type or print)
By: Allan Booth *Allan Booth*
Title: Treasurer
Dated: 9-1-14-2014
By: _____
Title: _____
Dated: _____

(4) If Proposer is a **GOVERNMENTAL ENTITY**, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: _____ (Title) and _____ (Title) of the GOVERNMENTAL ENTITY named below; that they are designated to sign the Proposal Cost Form by resolution (attach an official copy, with Clerk's attestation) for and on behalf of the below named GOVERNMENTAL ENTITY, and that they are authorized to execute same for and on behalf of said GOVERNMENTAL ENTITY.

Governmental Entity (type or print)
By: _____
Title: _____
Dated: _____
By: _____
Title: _____
Dated: _____

ATTACHMENT F- Insurance Requirements for Professional Services

Questica maintains General Liability, and Errors and Omissions insurance exceeds the requirements outlined in Attachment F. As a software developer, Questica is exempt from Workers compensation in Canada. Questica is subject to certificates being issued in the forms provided by its insurer. An insurance review can be completed at contract award or contract negotiations with the City's Risk Officer to ensure that the insurance verbiage and format is provided in a way that is acceptable to both the City and Questica's insurance providers.

Insurance Limits Overview:

- Per Occurrence bodily Injury and Property Damage- \$5,000,000
- Products and Completed Operations Aggregate \$5,000,000
- Personal and Advertising Liability- \$5,000,000
- Medical Payments- \$25,000
- General Aggregate- \$5,000,000
- Tenants Legal Liability- \$1,000,000
- Employer's Liability- \$1,000,000
- Non-Owned Automobile- \$2,000,000

ATTACHMENT H- Affidavit of Compliance with Ethical Standards

ATTACHMENT H Affidavit of Compliance with Ethical Standards

I, Allen Borth, being first duly sworn, state that I am Treasurer (title or capacity) of Quartica, Inc. (entity name) and I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Attachment G, and I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards, footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

(INSERT NAME OF COMPANY] Quartica, Inc.
a [insert Corporation, Partnership, etc.] Corporation

Allen Borth
Signature of Authorized Person or Representative

Treasurer
Title

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

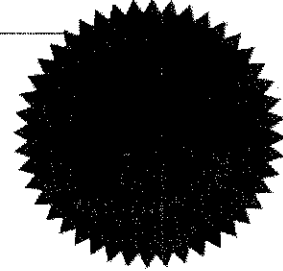
S:\Attorney\REQUEST FOR PROPOSAL\Request for Proposal Feb 2003.doc

I, Robert M. Forbes, Q.C. a notary public in and for the Province of Ontario, Canada do state that I have witnessed the signature of Allan Booth on the attached document whom I have identified through his Ontario Drivers Licence and who swore the same to be true.

Dated at Burlington this 9th day of July, 2014.


Robert M. Forbes, Q.C.
Notary Public

Notary Seal



Sample License Agreement- On Premise



EXHIBIT A

QUESTICA BUDGET LICENSE AND SERVICE AGREEMENT

This SOFTWARE LICENSE AGREEMENT (the "Agreement") is made this *Sample* (the "Effective Date") by and between QUESTICA INC., a corporation incorporated under the laws of Ontario, Canada ("Questica") and *Sample*, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "Licensee").

BACKGROUND

- A. Questica has made a substantial investment in the development of the QUESTICA BUDGET computer software products identified in the attached Quotation (the "Software"), and in the development of documentation related thereto (the "Documentation" and together with the Software, the "Work").
- B. Questica has the right to license the Work to third parties.
- C. The Licensee wishes to use the Work, and Questica has agreed to license such use, pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), Questica and Licensee (collectively, the "Parties" and individually, a "Party") agree as follows:

1. PERMITTED USE. Subject to the terms of this Agreement, Questica hereby grants to Licensee a perpetual, Personal, non-transferable and non-exclusive license to use the Software, solely in executable code format, and the Documentation provided therewith, solely for Licensee's own internal business purposes exclusively within the facilities and sites within the jurisdiction of the Licensee.

If Licensee wishes to use the Software at or from an additional site or sites outside of its jurisdiction, Licensee agrees to obtain a separate license for such site(s). Licensee's right to use the Software and the Documentation is limited to those rights expressly set out herein. Licensee shall not use the Software, in whole or in part, on behalf of or for the benefit of any other Person, including an affiliate of the Licensee, except as expressly provided herein.

1.1 STAFF WORK-AT-HOME RIGHTS. Staff of the Licensee may use the Software from their home as an extension of the license granted to the Licensee, for business related purposes. Staff may not use the Software at home for personal purposes.

Licensee is responsible for ensuring that the Software is made inaccessible to its staff if a) any event causes the staff member to no longer be an employee for any reason, or b) the staff member would not normally require the use of the Software in the at-work environment.

1.2 PERMITTED CUSTOMIZATIONS. Questica also grants the Licensee a non-sublicensable, non-exclusive, non-transferable right to create, or to have created on its behalf, "Permitted Customizations" to the executable code components of the Software solely for internal use and only for use as part of and in conjunction with the related Software. "Permitted Customizations" is custom software or reports which are developed that access or interact with the Software or its associated database(s). The Licensee may only create Permitted Customizations that do not require access and changes to the source code. The Licensee may only create Permitted Customizations that do not require the source code of the Software to create the Permitted Customizations, and access the executable code version of the Software or its associated databases in a way that is reasonably practical without access to the source code of the Software at any time.

Permitted Customizations Do Not Inhibit Questica's Right to Innovate. Independently, Questica is continually innovating and improving the Software to meet the needs of its customers. The Licensee acknowledges that, while it has the ability to create its own Permitted Customizations, Questica must not be prevented from continuing to develop and enhance its software in any

respect, even if such modifications may be similar to the Permitted Customizations in functionality, appearance or otherwise. Therefore, if Questica develops any modifications which may be similar to the Permitted Customizations, Licensee agrees to not make any claim against Questica for infringement of any of its (or its subcontractors) rights in or to the Permitted Customizations. Questica shall not directly incorporate into its modifications any original source code independently developed by the Licensee.

1.3 RESTRICTIONS ON USE. Except as set forth herein, Licensee shall (a) not copy the Software except to copy it onto the site computers being used by Licensee and to make one copy of the Software solely for backup or testing purposes; (b) not copy any of the Documentation for any use outside the site; (c) not assign this Agreement or transfer, lease, export or grant a sub-Licensee of the Work or the license contained herein to any Person or organization except as and when authorized to do so by Questica in writing; (d) not reverse engineer, decompile or disassemble the Software; (e) not use the Work except as authorized herein; (f) take such precautions with respect to the Software, as it would take to protect its own proprietary software or hardware or information. For the purposes of this Agreement, "Person" includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other judicial entity recognized by law.

2. OWNERSHIP AND COPYRIGHT. Questica is the owner of all intellectual property rights in the Work, related written materials, logos, names and other support materials provided pursuant to the terms of this Agreement. No title to the intellectual property in the Work or in any magnetic media or other physical media provided therewith is transferred to the Licensee by this Agreement.

Questica shall defend Licensee against any claim that the Work infringes a patent, copyright, trade-mark or other intellectual property right of any third party and Questica will pay resulting cost, damages and reasonable legal fees finally awarded, provided that i) Licensee promptly notifies Questica in writing of the claim; and ii) Questica has sole control of the defense and all related settlement negotiations.

If such claim has occurred or in Questica's opinion is likely to occur, Licensee agrees to permit Questica at its option and expense, either to procure for Licensee the right to continue using the Work or to replace or modify the same so that it becomes non-infringing without loss of functionality.

Questica shall have no obligation to defend Licensee or to pay costs, damages or legal fees for any claim based upon use of other than a current unaltered release of the Work, if such infringement would have been avoided by the use of a current unaltered release thereof.

The foregoing states the entire obligations of Questica with respect to infringement or proprietary or intellectual rights of third parties.

3. LIMITED WARRANTY. Questica warrants that so long as Product Maintenance and Support services are provided by Questica, that the Software, when properly installed, will perform substantially in accordance with the accompanying written materials. If the Software does not so perform during such period, Questica will correct, at no cost to Licensee, programming errors in the Software to make the Software so perform provided that i) the Software has been properly used by the Licensee in accordance with the documentation furnished by Questica to Licensee in connection therewith; ii) Licensee notifies Questica of the programming errors and describes the nature of the suspected errors and of the circumstances in which they occur; iii) Questica, using reasonable efforts, is able to confirm the existence of the programming errors; and iv) Licensee or any third party has not changed or modified the Software.

Licensee agrees that Questica shall not be liable to the Licensee or any other person, regardless of the cause, for the effectiveness or accuracy of the Software, the Documentation or any other related materials, or for any other special, indirect, incidental or consequential damages arising from or occasioned by the use of the Software, the Documentation or the related materials, or the failure or omission on the part of Questica to comply with its obligations under this Agreement.

The Licensee hereby agrees that Questica's maximum liability for any claim arising in connection with the Software, the Documentation or any related materials (whether in contract, tort, including negligence, product liability or otherwise) shall not exceed the total License Fee paid by the Licensee.

THE ABOVE EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS (EXPRESS AND IMPLIED) AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES OR CONDITIONS EXPRESS OR IMPLIED ARE GIVEN.

4. LIMITATIONS OF REMEDIES AND DAMAGES. Subject to Section 10 hereof, Questica's entire liability and the Licensee's exclusive remedy under this agreement shall be i) if Questica is in breach of the Limited Warranty, to require Questica to replace any defective media or to correct any defects and make any modifications which are necessary to cause the Software to conform in all material respects to the Documentation; or ii) the termination of this agreement.

In the event of any such termination, Questica shall not be liable in the aggregate for any damages which exceed the amount paid hereunder by the Licensee to Questica as Software License Fees. In no event shall Questica be liable for indirect, special, incidental, or consequential damages, even if advised of the possibility of such damages.

5. DISPUTE RESOLUTION / ARBITRATION. In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within ten (10) business days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute.

Escalation Level	Questica Management Level	Licensee Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 business days
Second Level	President	Finance Department Manager	10 business days
Third Level	Chairman	Director of Finance or Treasurer	10 business days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator, if such parties agree upon one arbitrator, or otherwise by three arbitrators, of whom one shall be appointed by Licensee and one shall be appointed by Questica and the third shall be chosen by the first two named before the arbitration. The arbitration and the appointment of the arbitrator shall, unless expressly provided for herein, be conducted in accordance with the Arbitrations Act (Ontario). The award and determination of such arbitrator, arbitrators or any two of such three arbitrators *shall be binding* upon the parties and their respective successors and permitted assigns. Licensee and Questica shall co-operate in completing any arbitration as expeditiously as possible and the arbitrator or arbitrators may hear such experts as may appear to him or them appropriate. Any interested party shall bear its costs and expenses incurred in connection with the arbitration except for the cost of the arbitrator or arbitrators and experts engaged by him or them which shall be borne by Questica and Licensee equally. Notwithstanding the foregoing, arbitration shall not preclude the right of either party to seek injunctive relief.

6. IRREPARABLE HARM. Licensee acknowledges and agrees with Questica that the breach by it of any of the provisions of Sections 1- 4, 8 or 10 of this Agreement would cause serious harm to Questica which could not adequately be compensated for in damages and in the event of a breach by Licensee of any of such provisions, Licensee understands that an injunction may be issued against it restraining it from any further breach of such provisions, but such actions shall not be construed so as to be in derogation of any other remedy which Questica may have in the event of such breach.

7. PRODUCT MAINTENANCE AND SUPPORT. For the first year of this Agreement, upon paying the Licensee Fee and for each year thereafter, provided that Licensee continues to pay the Annual Product Maintenance and Support Fee in accordance with the attached quotation, Questica shall provide the following Maintenance and Technical Support services (the "Services") for the software if the Licensee is not otherwise in breach of the provisions of this Agreement:

(A) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Licensees generally ("Updates") but excluding any New Product (a "New Product" being a solution which, in Questica's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

- I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
- II. New applications
- III. Services associated with the application or installation of Updates

Installation of Updates is the responsibility of the Licensee. If requested, Questica will provide assistance in the installation of Updates on a time and materials basis at its then current rates.

(B) **Technical Support Services.** Comprehensive Phone and e-mail based Technical Support of a reasonable nature. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the

original intent and design of the software. Support Services include the support of Questica supplied integrations that have not been modified by the Licensee. Each support incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the software. Technical Support does not include:

- I. Custom Programming Services.
- II. On-site support.
- III. Software Installation or re-installation.
- IV. Update Installation, or data and report updates required to support Updates.
- V. Licensee developed interfaces, API interactions, or customizations.
- VI. Licensee developed reports.
- VII. End-User Training or Re-Training.
- VIII. Licensee Hardware Issues.
- IX. Correction of data issues derived from user error or product misuse.
- X. Changes to Questica developed custom reports or product customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests.
- XI. Changes to Questica developed custom reports beyond six months from the date of delivery.
- XII. Changes to product customizations beyond six months from the date of delivery (the warranty period). Beyond this period support will be provided only if annual product maintenance was sold with, and the licensee continues to maintain, annual maintenance on the customization provided.
- XIII. Changes to integration functionality made necessary due to licensee server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Licensee is responsible for all hardware, operating systems, network setup, network maintenance and setup and use of any file access control systems required in the support of the Software. Licensee may be required to grant Questica certain limited access rights to Licensee's computer systems in order to render support.

Licensee is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support is available through Questica's normal business hours, Monday through Friday, 9am through 4:30pm, Eastern Standard Time. Extended coverage is available for an additional fee. Questica will provide an initial response to all properly submitted support requests within two (2) hours of initial submission.

8. CONFIDENTIAL INFORMATION. Each of the Parties shall use reasonable efforts (and, in any event, efforts that are no less than those used to protect its own confidential information) to protect from disclosure the confidential information only to its employees or agents who require access to it for the purpose of this Agreement or as otherwise provided in this Agreement. This Section shall survive the termination of the Agreement. For the purposes of this Section, "confidential information" means all data information which when it is disclosed by a Party is designated as confidential and shall include the Work and any other proprietary and trade secrets of Questica to which access is obtained or granted hereunder to Licensee; provided, however that confidential information shall not include any data or information which (a) is or becomes publicly available through no fault of the other Party, (b) is already in the possession of the Party prior to its receipt from the other Party, (c) is independently developed by the other Party, (d) is rightfully obtained by the other Party from a third party, (e) is disclosed with the written consent of the Party whose information it is, or (f) is disclosed pursuant to court order, or other legal compulsion.

9. NONDISCLOSURE OF AGREEMENT. Neither Party shall disclose the terms of this Agreement except as required by law or governmental regulation, without the other party's prior written consent, except that either Party may disclose the terms of this Agreement on a confidential basis to accountants, attorneys, and financial advisors and lenders.

10. TERMINATION. This Agreement is effective as of the Effective Date and shall continue unless and until this Agreement is terminated. Licensee may terminate this Agreement if Questica is declared insolvent, has assigned this Agreement in violation of the terms and conditions herein, or has made an assignment for the benefit of creditors.

After a one year period from the Effective Date, the Licensee may terminate this Agreement at any time for any reason, or no reason, providing their financial obligations to Questica as detailed in the attached Quotation *Sample* have been satisfied and paid in full. If the Agreement is terminated in this manner, no refund will be provided for any maintenance or support services paid in advance.

In the event that Licensee shall be in breach of any provisions of the Dispute Resolution / Arbitration Section outlined in this Agreement, Questica may provide notice of such breach to Licensee, who shall have thirty (30) days from the date of such

notice to cure or rectify the said breach. Should Licensee fail to cure or rectify the said breach in the said thirty (30) days, Questica may terminate this Agreement. Such termination by Questica shall be in addition to and without prejudice to such rights and remedies as may be available to Questica including injunction and other equitable remedies.

The provisions of Sections 1-3, 8, 9, and 11 herein shall survive the termination of this Agreement.

11. DISENTANGLEMENT. In the event that Licensee has entered into or enters into agreements with other Contractors or government institutions for additional work related to the Capital or Operating Budgeting process, Questica agrees to cooperate with such other parties. Questica shall not commit any act which will unnecessarily interfere with the work performed by any such third parties.

In the event of termination of this Agreement, Questica agrees that it shall provide reasonable assistance to, and shall not hinder a complete transition of the software functionality being terminated from Questica and its subcontractors to the Licensee, or to any replacement provider designated by the Licensee, without any interruption of or adverse impact on the services provided hereunder or any other services provided by third parties. Any additional services requested by Licensee during the disentanglement period shall be provided by Questica at Questica's standard rates.

12. NOTICE. Any notice or other communication required or permitted to be given hereunder or for the purposes hereof to any party shall be in writing and shall be sufficiently given if delivered personally to such party, or if sent by prepaid registered mail or if transmitted by facsimile transmissions to such Parties as detailed in the attached Quotation or at such other address or facsimile number as the Party to whom such notice is to be given shall have last notified (in the manner provided herein) the Party giving such notice. Any notice delivered to the Party to whom it is addressed as provided herein shall be deemed to have been given and received on the day it is delivered at such address, provided that if such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice mailed to a Party shall be deemed to have been given and received on the fifth Business Day next following the date of its mailing provided that no postal strike is then in effect or comes into effect within four (4) Business Days after such mailing. Any notice transmitted by facsimile shall be deemed given and received on the day of its transmission if such day is a Business Day and if not, then on the next day that is a Business Day.

13. FORCE MAJEURE. Except as expressly provided otherwise in this agreement, dates and times by which any Party is required to render performance under this agreement or any schedule hereto shall be postponed automatically to the extent and for the period that such Party is prevented from meeting them by reason of any cause beyond its reasonable control (other than lack of funds), provided that the Party prevented from rendering performance notifies the other Party immediately and in detail of the commencement and nature of such cause and the probable consequences thereof, and provided further that such Party uses its reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

14. SOFTWARE ESCROW. Questica will deposit in escrow the Software source code for the most recent version of the Software. The Escrow Agent will be authorized to release the escrowed source code to the Licensee should Questica become insolvent or cease to carry on business and the business of Questica is not continued by a Receiver or Trustee or Assignee.

15. MEDIA RELEASES. Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, Questica may use the Licensee's name and identify the Licensee as a Questica client in advertising, marketing materials, press releases and similar materials.

16. USE OF SUBCONTRACTORS. Questica warrants that all persons assigned by it to the performance of this Agreement shall be employees or authorized subcontractors of Questica and shall be fully qualified to work under this Agreement. Questica shall ensure that an adequate number of appropriately qualified personnel are employed and available to satisfy its obligations as outlined in this Agreement.

17. EXPORT CONTROL. The Software is intended for distribution only in the United States and Canada. Licensee agrees that it will not directly or indirectly, export or re-export the Software (or portions thereof) to any country, person, entity or end user subject to U.S. or Canadian export restrictions.

18. MISCELLANEOUS. This Agreement, including all Schedules and Exhibits attached hereto, is the entire agreement between Licensee and Questica pertaining to Licensee's right to use the Work and supersedes all prior or collateral oral or written representations or agreement related thereto. This Agreement shall be governed by the law of the province of Ontario, Canada. Except as otherwise provided herein, no term or provisions hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

19. HEADINGS; SEVERABILITY. The headings and other captions in this Agreement are for convenience and reference only and are not to be construed in any way as additions or limitations of the covenants and agreements contained in this Agreement. In the event that any provision hereof is found invalid or enforceable pursuant to judicial decree or decision, any such provision

shall be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.

END OF LICENSE AND SERVICE AGREEMENT DOCUMENT

Sample License Agreement- SaaS



QUESTICA BUDGET SUBSCRIPTION AGREEMENT

This SOFTWARE SUBSCRIPTION AGREEMENT (the "Agreement") is made this DATE (the "Effective Date") by and between QUESTICA INC., a corporation incorporated under the laws of Ontario, Canada ("Questica") and Customer Name, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "Subscriber").

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

"Purchased Services" means Services that You or Your Affiliates purchased under an Order Form

"Services" means the products and services that are ordered by You under an Order Form and made available by Us online

"User Guide" means the on-line users guide for the Services, made available on-line

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"We," "Us," "Our," "Questica Inc." or "Questica" means the company or entity providing the Services in the Agreement

"You", "Your", "Subscriber" means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. PURCHASED SERVICES

2.1 Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2 User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions

thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

- 3.1 Our Responsibilities.** We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 pm Friday to 3:00 am Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.
- 3.2 Our Protection of Your Data.** We shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.
- 3.3 Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENTS FOR PURCHASED SERVICES

- 4.1 Fees.** You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.
- 4.2 Invoicing and Payment.** You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If you provide credit card information to Us, You authorize Us to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

- 4.3 Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)
- 4.4 Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days in cases where You authorized us to charge Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.
- 4.5 Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 4.6 Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

5. PROPRIETARY RIGHTS

- 5.1 Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
- 5.2 Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 5.3 Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.
- 5.4 Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.
- 5.5 Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

6. CONFIDENTIALITY

- 6.1 Definition of Confidential Information.** As used herein, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 6.2 Protection of Confidential Information.** The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party’s prior written consent.
- 6.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. WARRANTIES AND DISCLAIMERS

- 7.1 Our Warranties.** We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not in breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.
- 7.2 Your Warranties.** You warrant that You have validly entered into this Agreement and have the legal power to do so.
- 7.3 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. MUTUAL INDEMNIFICATION

- 8.1 Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a **"Claim Against You"**), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of , and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may infringe or misappropriate. We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under **"Our Warranties"** above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.
- 8.2 Indemnification by You.** You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a **"Claim Against Us"**), and shall indemnify Us for any damages, attorney fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.
- 8.3 Exclusive Remedy.** This Section 8 (Mutual indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

9. LIMITATION OF LIABILITY

- 9.1 Limitation of Liability.** NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR PURCHASED SERVICES)
- 9.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

- 10.1 Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.
- 10.2 Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the start date specified in the specific Order Form and continue for the subscription term specified therein. **Except as otherwise specified in the applicable Order Form, all user subscriptions shall automatically renew for additional periods equal to the expiring**

subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

10.3 Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.5 Return of Your Data. Upon request made by You within 30 days after termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30 day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.6 Surviving Provisions. Section 4 (Fees and Payment for Purchased Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability), 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

11. NOTICES, GOVERNING LAW AND JURISDICTION

11.1 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

11.2 Agreement to Governing Law and Jurisdiction. Each party agrees that the governing law will be that of the Province of Ontario, Canada and to the exclusive jurisdiction of the City of Toronto, Ontario, Canada.

11.3 Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12. GENERAL PROVISIONS

12.1 Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.2 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4 Export Compliance. The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.

12.5 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right

14.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect

14.7 Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).

14.8 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.9 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

14.10 Media Releases. Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

END OF SUBSCRIPTION AGREEMENT

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
QUESTICA, INC.**

EXHIBIT A2

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Questica Budget License and Service Agreement," which is attached to this Exhibit A2. It is intended by the Parties that the Master Agreement terms shall control, except that the following Exhibit A2 terms may also be enforced as part of the Master Agreement: Sections 1, 1.1, 1.2, 1.3, 2, 3, 7, 11, 14, and 17. If a section of the Questica Budget License and Service Agreement is not listed herein as enforceable, then the Parties intend that those sections are not controlling and are not part of the Master Agreement.

Exhibit A2 also includes "Appendix A – Maintenance and Technical Support Services" and "Scope of Work Questica Budget Implementation for City of Santa Clara" without reservations or exceptions.



QUESTICA BUDGET LICENSE AND SERVICE AGREEMENT

This SOFTWARE LICENSE AGREEMENT (the "Agreement") is made this **Aug 26, 2014** (the "Effective Date") by and between QUESTICA INC., a corporation incorporated under the laws of Ontario, Canada ("Questica") and **City of Santa Clara, CA**, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "Licensee").

BACKGROUND

- A. Questica has made a substantial investment in the development of the QUESTICA BUDGET computer software products identified in the attached Quotation (the "Software"), and in the development of documentation related thereto (the "Documentation" and together with the Software, the "Work").
- B. Questica has the right to license the Work to third parties.
- C. The Licensee wishes to use the Work, and Questica has agreed to license such use, pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), Questica and Licensee (collectively, the "Parties" and individually, a "Party") agree as follows:

1. PERMITTED USE. Subject to the terms of this Agreement, Questica hereby grants to Licensee a perpetual, Personal, non-transferable and non-exclusive license to use the Software, solely in executable code format, and the Documentation provided therewith, solely for Licensee's own internal business purposes exclusively within the facilities and sites within the jurisdiction of the Licensee.

If Licensee wishes to use the Software at or from an additional site or sites outside of its jurisdiction, Licensee agrees to obtain a separate license for such site(s). Licensee's right to use the Software and the Documentation is limited to those rights expressly set out herein. Licensee shall not use the Software, in whole or in part, on behalf of or for the benefit of any other Person, including an affiliate of the Licensee, except as expressly provided herein.

1.1 STAFF WORK-AT-HOME RIGHTS. Staff of the Licensee may use the Software from their home as an extension of the license granted to the Licensee, for business related purposes. Staff may not use the Software at home for personal purposes.

Licensee is responsible for ensuring that the Software is made inaccessible to its staff if a) any event causes the staff member to no longer be an employee for any reason, or b) the staff member would not normally require the use of the Software in the at-work environment.

1.2 PERMITTED CUSTOMIZATIONS. Questica also grants the Licensee a non-sublicensable, non-exclusive, non-transferable right to create, or to have created on its behalf, "Permitted Customizations" to the executable code components of the Software solely for internal use and only for use as part of and in conjunction with the related Software. "Permitted Customizations" is custom software or reports which are developed that access or interact with the Software or its associated database(s). The Licensee may only create Permitted Customizations that do not require access and changes to the source code. The Licensee may only create Permitted Customizations that do not require the source code of the Software to create the Permitted Customizations, and access the executable code version of the Software or its associated databases in a way that is reasonably practical without access to the source code of the Software at any time.

Permitted Customizations Do Not Inhibit Questica's Right to Innovate. Independently, Questica is continually innovating and improving the Software to meet the needs of its customers. The Licensee acknowledges that, while it has the ability to create its own Permitted Customizations, Questica must not be prevented from continuing to develop and enhance its software in any respect, even if such modifications may be similar to the Permitted Customizations in functionality, appearance or otherwise. Therefore, if Questica develops any modifications which may be similar to the Permitted Customizations, Licensee agrees to not make any claim against Questica for infringement of any of its (or its subcontractors) rights in or to the Permitted Customizations. Questica shall not directly incorporate into its modifications any original source code independently developed by the Licensee.



1.3 RESTRICTIONS ON USE. Except as set forth herein, Licensee shall (a) not copy the Software except to copy it onto the site computers being used by Licensee and to make one copy of the Software solely for backup or testing purposes; (b) not copy any of the Documentation for any use outside the site; (c) not assign this Agreement or transfer, lease, export or grant a sub-Licensee of the Work or the license contained herein to any Person or organization except as and when authorized to do so by Questica in writing; (d) not reverse engineer, decompile or disassemble the Software; (e) not use the Work except as authorized herein; (f) take such precautions with respect to the Software, as it would take to protect its own proprietary software or hardware or information. For the purposes of this Agreement, "Person" includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other judicial entity recognized by law.

2. OWNERSHIP AND COPYRIGHT. Questica is the owner of all intellectual property rights in the Work, related written materials, logos, names and other support materials provided pursuant to the terms of this Agreement. No title to the intellectual property in the Work or in any magnetic media or other physical media provided therewith is transferred to the Licensee by this Agreement.

Questica shall defend Licensee against any claim that the Work infringes a patent, copyright, trade-mark or other intellectual property right of any third party and Questica will pay resulting cost, damages and reasonable legal fees finally awarded, provided that i) Licensee promptly notifies Questica in writing of the claim; and ii) Questica has sole control of the defense and all related settlement negotiations.

If such claim has occurred or in Questica's opinion is likely to occur, Licensee agrees to permit Questica at its option and expense, either to procure for Licensee the right to continue using the Work or to replace or modify the same so that it becomes non-infringing without loss of functionality.

Questica shall have no obligation to defend Licensee or to pay costs, damages or legal fees for any claim based upon use of other than a current unaltered release of the Work, if such infringement would have been avoided by the use of a current unaltered release thereof.

The foregoing states the entire obligations of Questica with respect to infringement or proprietary or intellectual rights of third parties.

3. LIMITED WARRANTY. Questica warrants that so long as Product Maintenance and Support services are provided by Questica that the Software, when properly installed, will perform substantially in accordance with the accompanying written materials. If the Software does not so perform during such period, Questica will correct, at no cost to Licensee, programming errors in the Software to make the Software so perform provided that i) the Software has been properly used by the Licensee in accordance with the documentation furnished by Questica to Licensee in connection therewith; ii) Licensee notifies Questica of the programming errors and describes the nature of the suspected errors and of the circumstances in which they occur; iii) Questica, using reasonable efforts, is able to confirm the existence of the programming errors; and iv) Licensee or any third party has not changed or modified the Software.

Licensee agrees that Questica shall not be liable to the Licensee or any other person, regardless of the cause, for the effectiveness or accuracy of the Software, the Documentation or any other related materials, or for any other special, indirect, incidental or consequential damages arising from or occasioned by the use of the Software, the Documentation or the related materials, or the failure or omission on the part of Questica to comply with its obligations under this Agreement.

The Licensee hereby agrees that Questica's maximum liability for any claim arising in connection with the Software, the Documentation or any related materials (whether in contract, tort, including negligence, product liability or otherwise) shall not exceed the total License Fee paid by the Licensee.

THE ABOVE EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS (EXPRESS AND IMPLIED) AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES OR CONDITIONS EXPRESS OR IMPLIED ARE GIVEN.

4. LIMITATIONS OF REMEDIES AND DAMAGES. Subject to Section 10 hereof, Questica's entire liability and the Licensee's exclusive remedy under this agreement shall be i) if Questica is in breach of the Limited Warranty, to require Questica to replace any defective media or to correct any defects and make any modifications which are necessary to cause the Software to conform in all material respects to the Documentation; or ii) the termination of this agreement.

In the event of any such termination, Questica shall not be liable in the aggregate for any damages which exceed the amount paid hereunder by the Licensee to Questica as Software License Fees. In no event shall Questica be liable for indirect, special, incidental, or consequential damages, even if advised of the possibility of such damages.

5. DISPUTE RESOLUTION / ARBITRATION. In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within ten (10) business days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute.



Escalation Level	Questica Management Level	Licensee Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 business days
Second Level	President	Finance Department Manager	10 business days
Third Level	Chairman	Director of Finance or Treasurer	10 business days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator, if such parties agree upon one arbitrator, or otherwise by three arbitrators, of whom one shall be appointed by Licensee and one shall be appointed by Questica and the third shall be chosen by the first two named before the arbitration. The arbitration and the appointment of the arbitrator shall, unless expressly provided for herein, be conducted in accordance with the Arbitrations Act (Ontario). The award and determination of such arbitrator, arbitrators or any two of such three arbitrators ***shall be binding*** upon the parties and their respective successors and permitted assigns. Licensee and Questica shall co-operate in completing any arbitration as expeditiously as possible and the arbitrator or arbitrators may hear such experts as may appear to him or them appropriate. Any interested party shall bear its costs and expenses incurred in connection with the arbitration except for the cost of the arbitrator or arbitrators and experts engaged by him or them which shall be borne by Questica and Licensee equally. Notwithstanding the foregoing, arbitration shall not preclude the right of either party to seek injunctive relief.

6. IRREPARABLE HARM. Licensee acknowledges and agrees with Questica that the breach by it of any of the provisions of Sections 1- 4, 8 or 10 of this Agreement would cause serious harm to Questica which could not adequately be compensated for in damages and in the event of a breach by Licensee of any of such provisions, Licensee understands that an Injunction may be issued against it restraining it from any further breach of such provisions, but such actions shall not be construed so as to be in derogation of any other remedy which Questica may have in the event of such breach.

7. PRODUCT MAINTENANCE AND SUPPORT. For the first year of this Agreement, upon paying the Licensee Fee and for each year thereafter, provided that Licensee continues to pay the Annual Product Maintenance and Support Fee in accordance with the attached quotation, Questica shall provide the Maintenance and Technical Support services (the "Services") for the software as outlined in Appendix A, if the Licensee is not otherwise in breach of the provisions of this Agreement.

8. CONFIDENTIAL INFORMATION. Each of the Parties shall use reasonable efforts (and, in any event, efforts that are no less than those used to protect its own confidential information) to protect from disclosure the confidential information only to its employees or agents who require access to it for the purpose of this Agreement or as otherwise provided in this Agreement. This Section shall survive the termination of the Agreement. For the purposes of this Section, "confidential information" means all data information which when it is disclosed by a Party is designated as confidential and shall include the Work and any other proprietary and trade secrets of Questica to which access is obtained or granted hereunder to Licensee; provided, however that confidential information shall not include any data or information which (a) is or becomes publicly available through no fault of the other Party, (b) is already in the possession of the Party prior to its receipt from the other Party, (c) is independently developed by the other Party, (d) is rightfully obtained by the other Party from a third party, (e) is disclosed with the written consent of the Party whose information it is, or (f) is disclosed pursuant to court order, or other legal compulsion.

9. NONDISCLOSURE OF AGREEMENT. Neither Party shall disclose the terms of this Agreement except as required by law or governmental regulation, without the other party's prior written consent, except that either Party may disclose the terms of this Agreement on a confidential basis to accountants, attorneys, and financial advisors and lenders.

10. TERMINATION. This Agreement is effective as of the Effective Date and shall continue unless and until this Agreement is terminated. Licensee may terminate this Agreement if Questica is declared Insolvent, has assigned this Agreement in violation of the terms and conditions herein, or has made an assignment for the benefit of creditors.

After a one year period from the Effective Date, the Licensee may terminate this Agreement at any time for any reason, or no reason, providing their financial obligations to Questica as detailed in the attached Quotation **08-August-14r2** have been satisfied and paid in full. If the Agreement is terminated in this manner, no refund will be provided for any maintenance or support services paid in advance.

In the event that Licensee shall be in breach of any provisions of the Dispute Resolution / Arbitration Section outlined in this Agreement, Questica may provide notice of such breach to Licensee, who shall have thirty (30) days from the date of such notice to cure or rectify the said breach. Should Licensee fail to cure or rectify the said breach in the said thirty (30) days, Questica may terminate this Agreement. Such termination by Questica shall be in addition to and without prejudice to such rights and remedies as may be available to Questica including injunction and other equitable remedies.

The provisions of Sections 1-3, 8, 9, and 11 herein shall survive the termination of this Agreement.



11. DISENTANGLEMENT. In the event that Licensee has entered into or enters into agreements with other Contractors or government institutions for additional work related to the Capital or Operating Budgeting process, Questica agrees to cooperate with such other parties. Questica shall not commit any act which will unnecessarily interfere with the work performed by any such third parties.

In the event of termination of this Agreement, Questica agrees that it shall provide reasonable assistance to, and shall not hinder a complete transition of the software functionality being terminated from Questica and its subcontractors to the Licensee, or to any replacement provider designated by the Licensee, without any interruption of or adverse impact on the services provided hereunder or any other services provided by third parties. Any additional services requested by Licensee during the disentanglement period shall be provided by Questica at Questica's standard rates.

12. NOTICE. Any notice or other communication required or permitted to be given hereunder or for the purposes hereof to any party shall be in writing and shall be sufficiently given if delivered personally to such party, or if sent by prepaid registered mail or if transmitted by facsimile transmissions to such Parties as detailed in the attached Quotation or at such other address or facsimile number as the Party to whom such notice is to be given shall have last notified (in the manner provided herein) the Party giving such notice. Any notice delivered to the Party to whom it is addressed as provided herein shall be deemed to have been given and received on the day it is delivered at such address, provided that if such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice mailed to a Party shall be deemed to have been given and received on the fifth Business Day next following the date of its mailing provided that no postal strike is then in effect or comes into effect within four (4) Business Days after such mailing. Any notice transmitted by facsimile shall be deemed given and received on the day of its transmission if such day is a Business Day and if not, then on the next day that is a Business Day.

13. FORCE MAJEURE. Except as expressly provided otherwise in this agreement, dates and times by which any Party is required to render performance under this agreement or any schedule hereto shall be postponed automatically to the extent and for the period that such Party is prevented from meeting them by reason of any cause beyond its reasonable control (other than lack of funds), provided that the Party prevented from rendering performance notifies the other Party immediately and in detail of the commencement and nature of such cause and the probable consequences thereof, and provided further that such Party uses its reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

14. SOFTWARE ESCROW. Questica will deposit in escrow the Software source code for the most recent version of the Software. The Escrow Agent will be authorized to release the escrowed source code to the Licensee should Questica become insolvent or cease to carry on business and the business of Questica is not continued by a Receiver or Trustee or Assignee.

15. MEDIA RELEASES. Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, Questica may use the Licensee's name and identify the Licensee as a Questica client in advertising, marketing materials, press releases and similar materials.

16. USE OF SUBCONTRACTORS. Questica warrants that all persons assigned by it to the performance of this Agreement shall be employees or authorized subcontractors of Questica and shall be fully qualified to work under this Agreement. Questica shall ensure that an adequate number of appropriately qualified personnel are employed and available to satisfy its obligations as outlined in this Agreement.

17. EXPORT CONTROL. The Software is intended for distribution only in the United States and Canada. Licensee agrees that it will not directly or indirectly, export or re-export the Software (or portions thereof) to any country, person, entity or end user subject to U.S. or Canadian export restrictions.

18. MISCELLANEOUS. This Agreement, including all Schedules and Exhibits attached hereto, is the entire agreement between Licensee and Questica pertaining to Licensee's right to use the Work and supersedes all prior or collateral oral or written representations or agreement related thereto. This Agreement shall be governed by the law of the province of Ontario, Canada. Except as otherwise provided herein, no term or provisions hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

19. HEADINGS; SEVERABILITY. The headings and other captions in this Agreement are for convenience and reference only and are not to be construed in any way as additions or limitations of the covenants and agreements contained in this Agreement. In the event that any provision hereof is found invalid or enforceable pursuant to judicial decree or decision, any such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.



APPENDIX A – Maintenance and Technical Support Services

(A) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Licensees generally (“Updates”) but excluding any New Product (a “New Product” being a solution which, in Questica’s determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

- I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
- II. New applications
- III. Services associated with the application or installation of Updates

Installation of Updates is the responsibility of the Licensee. If requested, Questica will provide assistance in the installation of Updates at its then current rates, including the testing of any site specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

(B) **Technical Support Services.** Comprehensive Phone and e-mail based Technical Support of a reasonable nature. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Support Services include the support of Questica supplied integrations that have not been modified by the Licensee. Each support incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the software. Technical Support does not include:

- I. Custom Programming Services.
- II. On-site support.
- III. Software Installation or re-installation.
- IV. Update Installation, or data and report updates required to support Updates.
- V. Licensee developed interfaces, API interactions, or customizations.
- VI. Licensee developed reports.
- VII. End-User Training or Re-Training.
- VIII. Licensee Hardware Issues.
- IX. Correction of data issues derived from user error or product misuse.
- X. Changes to Questica developed custom reports or product customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests.
- XI. Corrections to Questica developed custom reports or customizations beyond six months from the date of delivery. (the warranty period)
- XII. Changes to integration functionality made necessary due to licensee server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Licensee is responsible for all hardware, operating systems, network setup, network maintenance and setup, SSRS maintenance, SQL-Server database maintenance, IIS maintenance and setup, backup strategy, disaster recovery strategy and the use of any file access control systems required in the support of the Software. Licensee may be required to grant Questica certain limited access rights to Licensee’s computer systems in order to render support.

Licensee is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support is available through Questica’s normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time. Extended coverage is available for an additional fee. Questica will provide an initial response to all properly submitted support requests within two (2) business hours of Initial submission.

END OF LICENSE AND SERVICE AGREEMENT DOCUMENT



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Turning Objectives into Outcomes

Scope of Work

Questica Budget Implementation for City of Santa Clara

1. Revision History

Edition	Date	Authors	Notes/Changes
25	25-Jul-14	James McCall, Mike Newsome, Gerry McDonald	

** The edition signed-off by Questica & The Customer is included in the contract. The notes in the above table must indicate which edition that is and name the signatories for both parties.*

2. Scope of Work

In the Scope of Work tables, entries in the column headed "Scope of Work" are defined as follows:

Entry	Meaning
In scope	The task or function is within the scope of work to be undertaken by Questica professional services.
Customer task	The task or function is not within the scope of work to be undertaken by Questica professional services, but will be undertaken by The Customer.
Not in scope	The task or function is not within the scope of work to be undertaken by Questica professional services, nor will it be undertaken by The Customer.
n/a	Some functions such as reporting using the standard Questica Budget report library are available to, and utilized by, The Customer but their use is ancillary to the implementation of Questica Budget and not a required component of implementation.

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility and that neither party is in total command of all the resources necessary to achieve objectives within mutually agreed timeframes. However, both Questica and The Customer agree that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so.



“Integration” as used in this Scope of Work shall include the data population of pre-existing costing centers for the operating module and projects for the capital module. Data elements identified by a full GL account in the general ledger will be imported as a Questica Budget GL object if that element can be unambiguously matched to a pre-existing GL object or to a pre-existing costing center / project + fund combination. An exception report is provided for data elements which cannot be thus matched. Similarly, integrations will not create accounts in the general ledger where no such accounts exist. General ledger integrations do not include the integration of post approval budget amendments and transfers other than in the form of unannotated changed budget amounts. In the case of project budgets and actual data, this Scope of Work covers only those situations where the project identifier forms part of the GL account string or is available in the import file, query or web service. The customer agrees to provide Questica with assistance in understanding the nature and location of the data to be integrated and, where required, create or cause to be created all necessary sources of data including database queries, delimited files, and/or web services.

Focused training is available for certain aspects of the system (client authored reports, security configuration, allocations, change requests, etc). These subjects are all adequately covered in the standard training. Focused training is only required where pre-sales consultation determines a particular need.

2.1. Questica Budget Configuration & Shared Components

Functional Area	Description	Scope of Work
Implementation Hosting	Questica will configure production and test versions of Questica Budget during the implementation period. These will be hosted by Questica for a period not to exceed 6 months from the signing hereof.	In scope
Production Hosting	The Customer will provide a server operating environment as follows: <ul style="list-style-type: none"> • Microsoft® Windows Server®: supported versions - 2008, 2008R2, 2012, 2012R2 (Standard or Enterprise editions, 32 & 64 bit) • Microsoft Internet Information Server (IIS): component of installed Windows server. • Microsoft SQL Server® and SSRS (SQL Server Reporting Services): supported versions - 2008R2, 2012 or 2014 • Microsoft .NET Framework 4.0 installed The Customer will provide user workstation environments as follows: <ul style="list-style-type: none"> • A web browser: supported browsers - Internet Explorer 9 or newer, Safari latest release (on Mac only), Firefox latest release, Chrome latest release. • Microsoft Excel 2007 or newer (if spreadsheet export/import feature is required) • Microsoft .NET Framework 4.0 installed The Customer will provide a technical contact with full security access to the operating environment as well as the authority and proficiency to assist Questica in the configuration of Questica Budget and/or to provide Questica personnel with full VPN access and permissions for the operating environment.	Customer task



Questica Access To Production Server	Questica implementation & technical staff have full access to the production system for the purpose of system implementation and product maintenance.	In Scope
Budget Book Preparation	Provide Questica Budget expertise for Budget Book production and other pre-press activities.	Not in scope
Administrator Authored Reporting	Provision of database models for administrator authored report building using Report Builder 3.0. Note that creating administrator authored reports is a customer task.	In scope
Focused Training: Administrator Authored Reporting	Training in the use of report views using Report Builder 3.0. Training will be carried out using web conferencing tools. Each training session in the use of report center reporting is applicable to any and all installed modules.	In scope
Application Level Security	Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles. Questica will assist with this task until such time as administrators have received training in the security component of Questica Budget.	Customer task
Focused Training: Security	Additional training in the use of Questica Budget's security component over and above that provided in the administration training. For installations with large user base and complex security needs.	Not in scope
Focused Training: Administration	Training in Questica Budget administration.	Not in scope
Focused Training: Allocations	Additional training in Questica Budget's Allocations feature, over and above that provided in the Operating training.	Not in scope
Focused Training: Change Requests	Additional training in Questica Budget's Change Requests feature, over and above that provided in the Operating/Capital training.	Not in scope
Focused Training: Dashboards	Training in Questica Budget's Dashboards feature.	Not in scope
Single Sign-On	Configure Questica Budget to use The Customer's existing Windows Authentication for user logon.	In Scope
Create Division/Department Structure	Division/Department hierarchy created by importing Excel workbooks. Questica will supply The Customer with blank workbooks which must be completed according to the defined format and structure.	In scope
Objects/GL Accounts & Categories	Import from data import workbooks.	In scope
Fund Categories & Funds	Import from data import workbooks.	In scope
Dashboard Widgets	If not in scope then The Customer will leverage Questica provided training to determine how to configure Dashboard Widgets within the system.	Not in scope

2.2. Operating Module



The Questica Budget Operating module is included in this installation.

Functional Area	Description	Scope of Work
Allocations Add-in	The Questica Budget Allocations add-on, to allocate specific forecasts to multiple costing centers.	In scope
Train-the-Trainer: Operating	“Train the trainer” training in the use of Questica Budget's Operating module. Training will be carried out onsite.	In scope
Train-the-User: Operating	“Train the user” training in the use of Questica Budget's Operating module.	Not in scope
Import Data ...	<p>Initial data is imported into Questica Budget from Excel® files (“workbooks”). Questica will supply The Customer with blank workbook templates which must be completed according to the defined format and structure.</p> <p>Questica will import the operating data up to two times, subject to the supplied data being clean and free of inconsistencies. At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> • Create costing centers • Add costing centers to departments consistent with, and shared by, the Capital budget module • Define funds and associate costing centers with funds • Create GL objects and associate them with object categories • Associate dollar amounts with GL objects at the costing center level. 	
Import Initial Budget	Import up to 5 years of data from data import workbooks.	In scope
Import Historic Amended Budgets	Import up to 2 years of data from data import workbooks.	In scope
Import Actuals Data	Import up to 2 years of data from data import workbooks.	In scope

For the purpose of the above, the definitions of costing centers, divisions, departments, GL objects, object categories and funds shall be those found in the Questica Budget Operating manual. The mathematical relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Operating Manual. The import of chart of account segments (“chart fields”) other than those that relate to division, department, fund, cost center and GL object is not within scope unless expressly referenced in the “Customizations” section of this Scope of Work. The object/object category, division/department/costing center and fund category/fund structures must be consistent across all years and across the Operating module and capital module if both are used. The Customer will resolve any inconsistencies in the structures implicit in the actual and budget import data prior to providing them to Questica for import to Questica Budget. If import data is supplied in the Excel import templates provided by Questica and the data is consistent with the data integrity requirements of Questica Budget, Questica will populate the Questica Budget database within 15 business days of receiving the import workbooks. The inclusion of custom chart of account segments (chart field items) or data that violates Questica Budget’s data integrity rules will extend this timeframe, unless otherwise detailed in the “Customization” section below.

Import Configuration ...		
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Costing Centers	Import from data import workbooks.	In scope
Configuration ...		
Operating Budget Stages	If not in scope then The Customer will leverage Questica provided training to determine how to configure Questica Budget's budget stages to assist in their budget process and establish those stages within the system.	Customer task
Scenarios	If not in scope then The Customer will leverage Questica provided training to determine how and when to use the concept of scenarios to assist in their budget process. Scenarios are versions of a costing center budget. A costing center may have multiple scenarios but only one scenario may be active and included in the consolidated budget.	Customer task
Integration ...		
Budget Export	<p>Automated facility to transfer Operating module budget data from Questica Budget to The Customer's general ledger at the approved budget object/costing center level on an annual or other basis when invoked by a user. Questica shall be responsible for providing the software interface into Questica Budget and the operational infrastructure required to manage the integration. The Customer shall be responsible for ensuring that the standard Questica Budget to financial system import integration component is available. Budget data integration shall be at the division, department, cost center, fund and GL object level only. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, Questica will create no more than 1 custom export configuration. No custom user interface will be created for the selective export of sections of the budget, nor is the integration of additional chart of account segments ("chart fields") included in this Scope of Work unless expressly referenced in the "Customizations" section of this Scope of Work.</p> <p>For the purposes of clarity, the PeopleSoft integration export will include Fund, Dept, Account, Project, Item, Grant, and Scenario. This on demand export of approved budget data to PeopleSoft will allow the budget administrator to select from the available scenarios. The one that they chose will be exported.</p>	In scope



Actuals Import	Automated facility to transfer actual data from The Customer's general ledger to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled. Questica shall be responsible for providing the software interface from Questica Budget and the operational infrastructure required to manage the integration. The Customer shall be responsible for making available the data to be exported from the financial system, either in CSV formatted files or by ensuring that the standard financial system to Questica Budget integration component is available. Actual data integration shall be at the cost center, fund and GL object level only. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, Questica will create no more than 1 custom actuals import configuration. No custom user interface will be created for the selective export of sections of the budget, nor is the integration of additional chart of account segments ("chart fields") included in this Scope of Work unless expressly referenced in the "Customizations" section of this Scope of Work. For the purposes of clarity, this PeopleSoft integration actuals import will include Fund, Dept, Account, Project, Item, Grant. (Normally actual cost data is applicable as an actual to all scenarios.)	In scope
Reports ...		
Standard Reports	Provision of Questica Budget's standard Operating module reports.	In scope
Standard Views for Administrator Authored Reporting	Provision of Questica Budget's standard report views for the Operating module.	In scope
Custom Report Views	Adaptation of report views to include custom fields added to the Operating module.	Not in scope
Customizations ...		
Customizations include custom business rules, modifiers, user interface (grids, forms, etc), hand-crafted reports and ad-hoc reporting models. They are all detailed in section "2.6. Customizations" of this Scope of Work document.		

2.3. Capital Module

The Questica Budget Capital module is included in this installation.

Functional Area	Description	Scope of Work
Train-the-Trainer: Capital	"Train the trainer" training in the use of Questica Budget's Capital module. Training will be carried out onsite.	In scope
Train-the-User: Capital	"Train the user" training in the use of Questica Budget's Capital module.	Not in scope



Import Data ...	<i>Initial data is imported into Questica Budget from Excel® files ("workbooks"). Questica will supply The Customer with blank workbook templates which must be completed according to the defined format and structure. Questica will import the capital data up to two times, subject to the supplied data being clean and free of inconsistencies. At a minimum, the files will contain the data necessary to:</i> <i>Create projects • Create asset types & assets • Associate projects with asset types • Associate projects with divisions consistent with, and shared by, the Operating budget module • Define funds • Create GL objects and associate them with object categories • Populate projects with values.</i>	
Import Initial Budget	Import up to 5 years of data from data import workbooks.	In scope
Import Historic Amended Budgets	Import up to 2 years of data from data import workbooks.	In scope
Import Actuals Data	Import up to 2 years of data from data import workbooks.	In scope

For the purpose of the above, the definitions of projects, divisions, departments, assets, GL objects, object categories and funds shall be those found in the Questica Budget Capital manual. The mathematical relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Capital Manual.

The object/object category, division/department/project and fund category/fund structures must be consistent across all years and across the Capital module and capital module if both are used. The Customer will resolve any inconsistencies in the structures implicit in the actual and budget import data prior to providing them to Questica for import to Questica Budget.

If import data is supplied in the Excel import templates provided by Questica and the data is consistent with the data integrity requirements of Questica Budget, Questica will populate the Questica Budget database within 15 business days of receiving the import workbooks. The inclusion of custom chart of account segments (chart field items) or data that violates Questica Budget's data integrity rules will extend this timeframe, unless otherwise detailed in the "'&'Lookup-Localisation'!A10&'" section below.

Import Configuration ...		
Capital Projects	Import from data import workbooks.	In scope
Configuration ...		
Capital Budget Stages	If not in scope then The Customer will leverage Questica provided training to determine how to configure Questica Budget's budget stages to assist in their budget process and establish those stages within the system.	Customer task
Scenarios	If not in scope then The Customer will leverage Questica provided training to determine how and when to use the concept of scenarios to assist in their budget process. Scenarios are versions of a project budget. A project may have multiple scenarios but only one scenario may be active and included in the consolidated budget.	Customer task
Integration ...		



Budget Export	<p>Automated facility to transfer Capital module budget data from Questica Budget to The Customer's general ledger at the approved budget object/department level on an annual or other basis when invoked by a user. Questica shall be responsible for providing the software interface into Questica Budget and the operational infrastructure required to manage the integration. The Customer shall be responsible for ensuring that the standard Questica Budget to financial system import integration component is available. Budget data integration shall be at the division, department, cost center, fund and GL object level only. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, Questica will create no more than 1 custom export configuration. No custom user interface will be created for the selective export of sections of the budget, nor is the integration of additional chart of account segments ("chart fields") included in this Scope of Work unless expressly referenced in the "Customizations" section of this Scope of Work.</p> <p>For the purposes of clarity, the PeopleSoft integration export will include Fund, Dept, Account, Project, Item, Grant, and Scenario. This on demand export of approved budget data to PeopleSoft will allow the budget administrator to select from the available scenarios. The one that they chose will be exported.</p>	In scope
Actuals Import	<p>Automated facility to transfer actual data from The Customer's general ledger system at the GL object/project level on a regularly scheduled basis and/or other basis when invoked by a user. Questica shall be responsible for providing the software interface from Questica Budget and the operational infrastructure required to manage the integration. The Customer shall be responsible for making available the data to be exported from the financial system, either in CSV formatted files or by ensuring that the standard financial system to Questica Budget integration component is available. Actual data integration shall be at the cost center, fund and GL object level only. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, Questica will create no more than 1 custom actuals import configuration. No custom user interface will be created for the selective export of sections of the budget, nor is the integration of additional chart of account segments ("chart fields") included in this Scope of Work unless expressly referenced in the "Customizations" section of this Scope of Work.</p> <p>For the purposes of clarity, this PeopleSoft integration actuals import will include Fund, Dept, Account, Project, Item, Grant. (Normally actual cost data is applicable as an actual to all scenarios.)</p>	In scope
Reports ...		



Standard Reports	Provision of Questica Budget's standard Capital module reports.	In scope
Standard Views for Administrator Authored Reporting	Provision of Questica Budget's standard report views for the Capital module.	In scope
Custom Report Views	Adaptation of report views to include custom fields added to the Capital module.	Not in scope
Customizations ...		
Customizations include custom business rules, modifiers, user interface (grids, forms, etc), hand-crafted reports and ad-hoc reporting models. They are all detailed in section "2.6. Customizations" of this Scope of Work document.		

2.4. Salaries Module

The Questica Budget Salaries module is included in this installation.

Functional Area	Description	Scope of Work
Train-the-Trainer: Salaries	"Train the trainer" training in the use of Questica Budget's Salaries module. Training will be carried out onsite.	In scope
Train-the-User: Salaries	"Train the user" training in the use of Questica Budget's Salaries module.	Not in scope
Import Data ...	<p><i>Initial data is imported into Questica Budget from Excel® files ("workbooks"). Questica will supply The Customer with blank workbooks which must be completed according to the defined format and structure. Questica will import the operating data up to two times, subject to the supplied data being clean and free of inconsistencies. At a minimum, the files will contain the data necessary to:</i></p> <ul style="list-style-type: none"> • Create profiles • Create contracts • Create positions • Create salary grades • Create salary grade steps • Create modifiers (benefits) • Create employees • Allocate employees to positions • Allocate positions to costing centers. 	
Import Profiles	Import from data import workbooks.	In scope
Import Positions	Import from data import workbooks.	In scope
Import Contracts	Import from data import workbooks.	In scope
Import Grades	Import from data import workbooks.	In scope
Import Grade Steps	Import from data import workbooks.	In scope



Import Benefits (Modifiers)	Import from data import workbooks (if sufficient modifiers exist to make this more efficient than entering manually). If not in scope then The Customer can enter modifiers manually. This is typically more efficient than entering data into a spreadsheet for automated import.	Customer task
Import Employee/Position Allocations	Import from data import workbooks.	In scope
Import Position/Costing Center Allocations	Import from data import workbooks.	In scope

For the purpose of the above, the definitions of profiles, contracts, positions, salary grades, salary grade steps, employees and modifiers shall be those found in the Questica Budget Salaries manual. The mathematical relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Salaries Manual.

Integration ...		
HR Data	Automated facility to synchronize salaries data between Questica Budget and The Customer's HR system. Questica shall be responsible for providing the software interface into Questica Budget and the operational infrastructure required to manage the integration. The Customer shall be responsible for making available the data to be exported from the HR system, either in CSV formatted files or by ensuring that the standard HR system to Questica Budget integration component is available for extracting data from and updating data within that system. This will be through the export and import of structured files or by providing database interfaces (stored procedures and queries). This integration synchronizes: <ul style="list-style-type: none"> • New, deleted and updated employees; • New, deleted and updated positions; • Changes in employee-position relationships; • Changes in position-costing center relationships. The integration of profiles (bargaining units), grades, steps, pay scales and benefits shall not be included unless expressly referred to in the "Customizations" section of this Scope of Work. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, the integration of custom chart field items is not included unless expressly set out in the "Customizations" section of this Scope of Work.	In scope
Include ...		
Publish To Operating	Publication of calculated salaries to the Operating module's data.	In scope
Standard Reports	Provision of Questica Budget's standard Salaries module reports.	In scope
Standard Views for Administrator Authored Reporting	Provision of Questica Budget's standard report views for the Salaries module.	In scope



Custom Report Views	Adaptation of report views to include custom fields added to the Salaries module.	Not in scope
Customizations ...	Customizations include custom business rules, modifiers, user interface (grids, forms, etc), hand-crafted reports and ad-hoc reporting models. They are all detailed in section "2.6. Customizations" of this Scope of Work document.	

2.5. Performance Measures Module (Not applicable unless option is executed)

The Questica Budget Performance Measures module is included in this installation.

Functional Area	Description	Scope of Work
Train-the-Trainer: Performance Measures	"Train the trainer" training in the use of Questica Budget's Performance Measures module. Training will be carried out onsite.	In scope
Train-the-User: Performance Measures	"Train the user" training in the use of Questica Budget's Performance Measures module.	Not in scope
Import Data ...	<i>Initial loading of Performance Measures from another data source (Excel® "workbooks") is not available for Performance Measures</i>	
Configuration ...		
Measure Categories and Units	If not in scope then The Customer will leverage Questica provided training to determine how to configure Performance Measures Categories and Units, establishing those stages within the system.	Customer task
Measures	If not in scope then The Customer will leverage Questica provided training to determine how to configure Performance Measures within the system.	Customer task
Scorecards	If not in scope then The Customer will leverage Questica provided training to determine how to configure Performance Measure Scorecards within the system.	Customer task
Integration ...	<i>Integration of Performance Measures with external systems is not available.</i>	
Reports ...		
Standard Reports	Provision of Questica Budget's standard Performance Measures reports.	In scope
Standard Views for Administrator Authored Reporting	Provision of Questica Budget's standard report views for the Performance Measures module.	In scope
Custom Report Views	Adaptation of report views to include custom fields added to the Performance Measures module.	Not in scope
Customizations ...	Customizations include custom business rules, modifiers, user interface (grids, forms, etc), hand-crafted reports and ad-hoc reporting models. They are all detailed in section "2.6. Customizations" of this Scope of Work document.	



2.6. Customizations

2.6.1. Custom Business Rules (CBRs), Modifiers, User Interface

Customizations include:

- Integration export Scenario selection functionality. Up to 8 hours of development related towards the user selection of a Scenario for on demand budget exports.
- Creation of Santa Clara's Chartfields within Questica Budget
- The integration of Santa Clara's Trees/Hierarchy
- Setting up of 6 Combination Rules (Validations) as related to funds, GL accounts etc. guidelines
- Fee Schedule Calculator
- See detailed calculations in Exhibit A3

Customizations not listed here can be accommodated upon receipt and acceptance of a change order. This includes the FTE Allocation Delta and the export of position updates in order to update PeopleSoft HR.

2.6.2. Custom Reports, Custom Report Views and Custom Dashboards

This Scope of Work does not include the development of custom reports, views or dashboards.

This order includes up to 150 hours of custom reporting to be used for reports or standard report modification at the discretion of Santa Clara.

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order.

2.6.3. Specifications

Before Questica undertakes any customizations described herein, as well as general ledger integrations and data imports, The Customer and Questica shall prepare and sign-off on the detailed specifications ("Specifications") for the work to be performed.

2.6.4. Change Orders

Questica recommends that City of Santa Clara sets aside a contingency amount for Change Order items not specifically identified in this SOW.

Any changes to the agreed specifications, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Scope of Work.

2.6.6. Warranty

Once completed the custom work shall be warranted by Questica in accordance with the "Technical Support Services" section of the Questica Software License Agreement.

2.7. Project Management

2.7.1. Questica Project Management Responsibilities

1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.
2. The timely delivery of items identified as "In scope" within this SoW.
3. Ensuring that members of The Customer staff are sufficiently educated in the Questica Budget application to understand the implications of initial design decisions.



5. Advising The Customer of expected completion dates for items identified as "Customer task" within this SoW.
6. Advising The Customer of the impact on the expected delivery dates of "Customer task" items when prerequisite customer tasks, such as the completion of data import templates or approval of report specifications, are advanced or delayed.
7. Monitoring the progress of the project and advising The Customer of risks to its on-time completion.
8. Coordinating the completion and approval of change orders.

2.7.2. The Customer Project Management Responsibilities

1. The timely delivery of items identified as "Customer task" within this SoW.
2. Advising The Customer of expected delivery dates for items identified as "Customer task" within this SoW.
3. Ensuring that change orders contain a full specification of the changes required.
4. Ensuring that customizations are fully specified and documented.
5. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.

2.7.3. Project Planning

1. The project plan will be prepared by the Questica project manager in consultation with The Customer's project manager and team members.
2. The project planning phase will determine whether Questica Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.
3. The implementation of each Questica Budget module will involve the following stages:
 - a. An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations.
 - b. A determination of how best to configure and, if necessary, customize the module to meet the objectives of The Customer.
 - c. An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations.
 - d. Documentation of the agreed configuration and customizations.
 - e. The preparation of data import templates consistent with the agreed configuration and customizations.
 - f. The completion by The Customer of the data import templates.
 - g. The import by Questica of the data import templates.
 - h. Customer approval of the imported Questica Budget structures and data.
 - i. The creation by The Customer of a technical environment in which Questica Budget can operate.
 - j. The deployment of the Questica Budget application and database on The Customer servers.
 - k. The creation of custom ad hoc models to support the reporting of custom fields.
 - l. Training in the use of ad hoc modeling for Report Builder 3.0.
 - m. Determination of custom reporting requirements that cannot be met by the standard reports and the use of Report Builder 3.0
 - n. The preparation of change orders and specification for any custom reports not detailed in this Scope of Work.



- o. The development by Questica of any required custom reports detailed in this Scope of Work.
- p. The testing and acceptances of custom reports and report views.
- q. The deployment of custom reports and report views.
- r. The development of an integration strategy for updating the Questica Budget database with actual result data from the financial system and the passing of budget data into the financial system.
- s. The development by The Customer of the integration components (queries, intermediate tables, file output/input etc.) which are required to access actual data from the financial system/HR System and update the financial system with budget data.
- t. The development by Questica of:
 - i. integration components which transform budget data prior to updating the financial system;
 - ii. integration components which transform actual result data prior to updating the Questica Budget database;
 - iii. integration components required to initiate the execution of integrations.
- u. The deployment of all integration components.
- v. The testing and acceptance by The Customer of the integration components.

2.8. Customer Resources

- 1. The requirement for Customer resources is variable with:
 - a. The duration of the project.
 - b. The degree of internal Customer consultation.
 - c. The level of internal Customer agreement.
 - d. The number of customizations.
 - e. The familiarity of Customer staff with the SQL Server environment.

End of Document.



**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
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EXHIBIT A3

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Detailed Calculations for Scope of Work 2.6 Customizations – Budget Salary and Benefit Calculations," which is attached to this Exhibit A3.

Exhibit A3

Detailed Calculations for Scope of Work 2.6. Customizations

Budget Salary and Benefit Calculations

Calculation Name	Level	Calculation	Source
Benefits			
Health Allocation	Position	Health allocation rate (by unit) * FTE * 12	Assumptions / Matrix
Dental Insurance	Position	Dental Insurance rate (by unit) * FTE * 12	Assumptions / Matrix
Life Insurance	Position	Life Insurance rate (by unit) * FTE * 12	Assumptions / Matrix
Professional Development	Position	Professional Development rate (by unit) * FTE * 12	Assumptions / Matrix
Uniform Allowance	Position	Uniform Allowance rate (by unit) * FTE * 12	Assumptions / Matrix
EAP	Position	EAP rate (by unit) * FTE * 12	Assumptions / Matrix
Retiree Health Benefits	Position	Retiree Health Benefit rate (by unit) * FTE * 12	Assumptions / Matrix
Retiree Medical	Position	Retiree Medical Benefit rate (by unit) * FTE * 12	Assumptions / Matrix
Car Allowance	Position	Car Allowance Rate * FTE * 26	PeopleSoft Payroll Additional Pay
PDA Allowance	Position	PDA Allowance Rate (by unit) * FTE * 12	Assumptions / Matrix
Discretionary Veba	Position	Discretionary Veba Rate (by unit) * FTE * 12	Assumptions / Matrix
Fire BCN	Position	Fire BCN Rate (by unit) * FTE * 12	Assumptions / Matrix
Salary Calcs			
Monthly Salary	Position	Monthly Salary * FTE	PeopleSoft Employee Job Record
Annual Salary	Position	Monthly Salary * 12 * Salary Adjustment Rate (by unit)	Assumptions / Matrix
Step Increase	Position	Annual Salary * Step Increase Rate * Factor based on Next Step Date (MM/YY)	PeopleSoft Employee Job Record
		Step Increase Rate = 5% for steps 1-4, 2.5% for steps 5-7	
		If next step date in July Factor = 1, Aug Factor = .9166 etc	
Stipend	Position	Salary (annual + step increase) * Stipend Rate (by unit)	Assumptions / Matrix
Holiday Pay	Position	Salary (annual + step increase) * Holiday Pay Rate (by unit)	Assumptions / Matrix
PERS Retirement	Position	(Salary (annual + step increase) + Holiday Pay + Uniform Allowance) * PERS Retirement Rate (by unit)	Assumptions / Matrix
PERS Fire Alt Death	Position	(Salary (annual + step increase) + Holiday Pay + Uniform Allowance) * PERS Fire Alt Death Rate (by unit)	Assumptions / Matrix
PERS Premium Pay	Position	Premium Pay * PERS Rate Premium Pay	Assumptions / Matrix
Medicare	Position	(Salary (annual + step increase) + Stipend + Uniform Allowance + Professional Development + Auto + PDA) * Medicare Rate (by FICA Status M or N)	Assumptions / Matrix

Exhibit A3
Detailed Calculations for Scope of Work 2.6. Customizations
Budget Salary and Benefit Calculations

	Calculation Name	Level	Calculation	Source
	Social Security	Position	(Salary (annual + step increase) + Stipend + Uniform Allowance + Professional Development + Auto + PDA) Or Soc Security Cap " FTE * FICA Rate	Assumptions / Matrix
Prior Calcs				
	Salary Savings Furlough	Position	Hrly rate * FTE * Furlough Hrs * -1	Assumptions / Matrix
	Salary Savings PERS	Position	Salary Savings Furlough * PERS Rate (by Unit)	Assumptions / Matrix
	Salary Savings Social Security	Position	Salary Savings Furlough * FICA Rate	Assumptions / Matrix
	Salary Savings Medicare	Position	Salary Savings Furlough * Medicare Rate (by FICA Status M or N)	Assumptions / Matrix

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
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EXHIBIT B

FEE SCHEDULE

Consultant's schedule of rates and fees are attached herein as "Questica Timeline of Milestones and Payment Schedule."

The contract cost for five years is four hundred ninety one thousand dollars (\$491,000.00). A contingency totaling \$30,000, in the event additional services need to be added over the contract term, would be available only with Council and City Manager approval. In no event shall the amount billed to City by Contractor for services under this Agreement exceed five hundred twenty one thousand dollars (\$521,000.00), subject to budget appropriations.

EXHIBIT B

Questica Timeline of Milestones and Payment Schedule

Duration	Date	Event	Resource Name / Location	Fee Schedule			
				License	Services	Maintenance	
1 Day	8/26	Notice to proceed (Contract Signing)		50% License Costs	55,000.00		
Week 1 4 Days	9/2 - 9/5	Project Kickoff Installation at Questica	Questica PM + CSC team. OnSite - Visit 1				
Week 2 4 days	9/9 - 9/12	Requirements. Integration design and Global data imported	Questica PM + CSC team. Remote				
Week 3 5 Days	9/15 - 9/19	Global and Operating Customizations documented. Operating Data to Questica Customizations begin	Questica PM + CSC team. Remote				
Week 4 5 Days	9/22 - 9/26	Salaries & Benefits Project Team Training	Questica PM + CSC team. Onsite - Visit 2				
Week 5 5 Days	9/29 - 10/3	Global and Operating Customizations Complete Operating Data Import signed off. Begin Operating integrations/customizations	Questica PM + CSC team. Remote				
Week 6 5 Days	10/6 - 10/10	Week 5 Continued	Questica PM + CSC team. Remote				
Week 7 4 Days	10/13 - 10/17	Salaries & Custom Entities Complete Salaries Data Import Complete Salaries Integration & customizations start	Questica PM + CSC team. Remote				
Week 8 5 Days	10/20 - 10/24	Week 7 continued	Questica PM + CSC team. Remote				
Milestone 1 – Salaries Data Import Complete				25% Services		31,250.00	
				Retention		(6,250.00)	
						25,000.00	
Week 9 5 Days	10/27 - 10/31	Operating Integration and Customization Complete. Operating Reports start	Questica PM + CSC team. Remote				
Week 10 5 Days	11/3 - 11/7	Salaries Integration, Reporting	Questica PM + CSC team. Remote				
Week 11 4 Days	11/17 - 11/21	Salaries Integration, Reporting	Questica PM + CSC team. Remote				
Week 12 3 Days	11/24 - 11/28	Salaries Integration, Reporting	Questica PM + CSC team. Remote				
Week 13 5 Days	12/1 - 12/5	Salaries Integration & Customization Complete Start Salaries Reports	Questica PM + CSC team. Remote				
				Management			7,200
				50% License Costs	55,000.00		
Week 14 5 Days	12/8 - 12/12	Custom Salaries Integrations Complete. End User Training Deploy to Santa Clara	Questica PM + CSC team. Onsite - Visit 3				
Week 15 5 Days	12/15 - 12/19	Global, Operating & Salaries UAT End User Training	Questica PM + CSC team. Remote				
Milestone 2 –				30% Services		37,500.00	
				Retention		(7,500.00)	
						30,000.00	
Week 16 4 Days	12/22 - 12/26	Global, Operating & Salaries UAT Reports Complete.	Questica PM + CSC team. Remote				
Week 17 4 Days	1/2/2014	Global, Operating & Salaries UAT Complete	Questica PM + CSC team. Remote				
Week 18 5 Days	1/5 - 1/9	Go-Live	Questica PM + CSC team. OnSite - Visit 4				
Milestone 3 – Go Live, Operating & Salaries				30% Services		37,500.00	
				Retention		(7,500.00)	
						30,000.00	
120 Days	1/12 -	Post Production Support	Questica PM + CSC team. Remote				
		Remaining Development - - Reports - PeopleSoft Export - CIP - Revenue					
Milestone 4 – Go Live Capital & Revenue				15% Services		18,750.00	
				Retention		(3,750.00)	
						22,500.00	
60 Days		Post Production Support, Project Wrapup					
Milestone 5 – Final Acceptance				Retention		17,500.00	

Totals 110,000.00 125,000.00 7,200.00
242,200.00

Reporting NTE 27,750.00
Customizations NTE 30,000.00
Optional Items 33,450.00
Total Year 1 333,400.00

Questica Budget Price Estimate

Quotation ID#: 08-August-14r2

Sl. No	Services Provided	Questica On-Prem Maintained	Comments
1	License Cost - Software Framework - 50 Operating Users - 50 Capital Users - 50 Salaries Users - Allocations Module - Unlimited Read-only	125,000	
2	Professional Services	125,000	
3	Annual Maintenance	28,750	
4	Discount	-43,750	
5	Year 1 - Server Management	7,200	
6	License Costs - 10 Performance Measurements Module users	15,000	Optional
7	Professional Services - Performance Measurements	15,000	Optional
8	Annual Maintenance - Performance Measurements	3,450	Optional
9	Customizations - Tree, Chartfields, Validation	30,000	Not to Exceed
10	Custom Reporting	27,750	Not to Exceed
	1st Year Cost	333,400	
11	Year 2 onwards Annual Server Management	7,200	
12	Annual Product Maintenance Year 2 onwards	32,200	
	Total Year 2 onwards	39,400	
	Total 5 Year Cost	491,000	

Professional Services hourly rates guaranteed for 24 months after contract signing.

Onsite hourly rate- \$200

Remote hourly rate \$185



Pricing Notes

Quotation ID#: 08-August-14r2

Pricing valid through: September 30, 2014

Payment Terms (Net 30, US Funds, Exclusive of Applicable Taxes)

License:	50% Contract Signing 50% Earlier of 90 Days from Contract Signing or Install at Customer Site
Maintenance:	YR2 due 365 days from Contract Signing
Management:	100% Earlier of 90 Days from Contract Signing or Install at Customer Site YR2 due 365 days from Contract Signing
Services:	25% Earlier of 60 Days from Contract Signing or Delivery of Data Import 30% Earlier of 90 Days from Contract Signing or Start of Acceptance Testing 30% Earlier of 150 Days from Contract Signing or Go-Live 15% 30 Days after Go-Live Retainage Due on Customer Acceptance
Reports:	Monthly as incurred subject to executed Change Order(s)
Discount:	\$32,200 applied to YR1 Maintenance \$11,550 applied to License

Go-Live is the date the software is first used in a production environment.

Annual Maintenance and Management Fee to increase no more than 5% annual after Year 5, with a minimum of 60 day notice prior to renewal date. Maintenance fee is subject to the US average CPI increase and not more than 5%.

Customer Acceptance happens no later than 60 days after Go-live for Capital

Special Note:

- All customizations and unique calculations are detailed in the attached Scope of Work document.
- Microsoft OS and SQL Licenses are not included
- This quotation includes travel for up to four on site visits, with each visit being 2-3 days in duration, but no more than 10 days in total.

See the attached Scope of Work for detailed Professional Services and customization information.



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EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given

to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with the endorsements and

deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.	
City of Santa Clara Finance Dept.	
P.O. 12010-S2	or 151 North Lyon Avenue
Hemet, CA 92546-8010	Hemet, CA 92543

Telephone number:	951-766-2280
Fax number:	770-325-0409
Email address:	ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
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EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted² of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
QUESTICA, INC.**

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

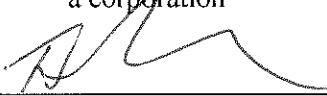
I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

QUESTICA, INC.

a corporation

By: 

Signature of Authorized Person or Representative

Name: T.J. Parass

Title: President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

ACKNOWLEDGEMENT OF EXECUTION OF DOCUMENT

I, SHANNON MURPHY

of the City of Burlington, in the Regional Municipality of Halton, and Province of Ontario,
make oath and say/affirm:

On this 21st day of August 2014, I was present and saw the Affidavit of Compliance
with Ethical Standards executed by T.J. Parass, who is known to me personally.



SHANNON L. MURPHY
NOTARY PUBLIC