

CITY COUNCIL STAFF REPORT

Consent Item No. 5

October 24, 2018

File No. 0600-10, A-3270

SUBJECT: Professional Services Agreement with Questica Ltd. to Provide Budget Software and Implementation Services

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-156 authorizing the Mayor and City Clerk to execute a three-year Public Services Agreement with Questica Ltd. effective October 24, 2018, through October 23, 2021, with three (3) additional one-year renewal options.

FISCAL ANALYSIS:

Funding for budget software is included in the Finance 2018/19 operating budget. The total annual estimated cost for the first year is \$122,826; total cost not to exceed \$180,378 for the three-year agreement.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the City Council's Action Plan regarding Fiscal Management by enhancing the City's current financial reporting system and creating efficiencies in the operating and CIP budget processes.

BACKGROUND:

Currently, the City uses Microsoft Excel and Word to compile the Citywide budget documents. Department users enter budget information on standard Excel templates. The templates are then compiled into a "master" worksheet. Once the budgets have been adopted by City Council, the budget information is manually reentered onto a separate excel worksheet and uploaded into the City's financial software by the Information Systems department. This is a very manual process that takes a substantial amount of processing time and is prone to errors.

In an effort to meet the City's ongoing goal to maintain Escondido as being efficiently managed, Staff researched and determined that software existed that could be used as a tool to make the budgeting process more efficient. This would allow more time for Staff to focus on research, analytical results, and modeling alternatives.

A Request for Proposal (RFP) for Budget Software and Implementation Services was issued on August 6, 2018. The RFP closed on August 31, 2018, and four (4) vendors responded. The responses to the RFP were first reviewed and evaluated by a selection committee consisting of City Staff from Finance,

Information Services, and Utilities Administration Departments. The selection committee chose the two (2) vendors with the highest scores to perform live demonstrations of their budget software. Based on detailed criteria, Questica Ltd. was rated by the selection committee with the highest overall score.

Questica's Budget Software Solution (BSS) will assist with payroll cost projections; manage position control; calculate internal service charges and cost allocations; assist with operating and capital improvement (CIP) budget preparation; provide detailed reports and be able to export sufficient information to create detailed budget reports. It will allow for collaborative budgeting, in which users can concurrently view, explore and comment on proposed budgets. It will enable deep analysis of the budget by enabling robust, interactive visualizations with drill-down capabilities. It will also be able to visualize additional types of data, including historical budget data, budget-to-actual data, nonfinancial data, geospatial data and project trends for future fiscal years. In addition, this BSS will interface with our current financial system, Oracle PeopleSoft Enterprise FSCM 9.2, in terms of being able to easily and quickly upload and download budget and actual financial and payroll information.

If approved by City Council, implementation of the software will begin in November 2018. Parallel testing will take place during the 2019/20 budget process and the BSS is expected to "go live" before the 2020/21 budget process.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Sheryl Bennett, Deputy City Manager/Admin. Svs.
10/17/2018 1:46 p.m.

Joan Ryan, Assistant Dir. of Finance
10/17/2018 1:52 p.m.

ATTACHMENTS:

1. Resolution No. 2018-156
2. Resolution No. 2018-156 – Exhibit A: Public Services Agreement with Questica Ltd.

RESOLUTION NO. 2018-156

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY CLERK,
TO EXECUTE, ON BEHALF OF THE CITY, A
PUBLIC SERVICES AGREEMENT WITH
QUESTICA LTD FOR BUDGET SOFTWARE
AND IMPLEMENTATION SERVICES

WHEREAS, on August 6, 2018, the City of Escondido issued a Request for Proposal ("RFP") for budget software and implementation services to enhance its current financial reporting system; and

WHEREAS, four (4) proposals were timely received and evaluated by a committee of City staff and an oral board consisting of City Management; and

WHEREAS, demonstrations were performed by two (2) proposers and Questica LTD, was the highest ranked proposer and its proposal is the most advantageous to the City; and

WHEREAS, City staff recommends the City Council approve the Public Services Agreement between the City of Escondido and Questica LTD for the period from October 24, 2018, through October 23, 2021, with three additional one-year renewal options.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the Mayor and City Clerk, are authorized on behalf of the City, to execute the Public Services Agreement ("Agreement") between the City of Escondido and

Questica LTD for the period from October 24, 2018, through October 23, 2021, with three additional one-year renewal options. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Agreement is made this 24th day of October, 2018.

Between: CITY OF ESCONDIDO
 a Municipal Corporation
 201 N. Broadway
 Escondido, California 92025
 Attn: Sheryl Bennett, Deputy City Manager/Administrative Services
 760-839-4586
 ("CITY")

And: QUESTICA LTD
 2130 Main Street, Ste. 245
 Huntington Beach, California 92648
 Attn: Allan Booth, Director of Sales Operations
 877-707-7755
 ("CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR desire to enter into this Agreement for the performance of services;

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in "Attachments A and B," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy. Where not in direct conflict with the terms of this agreement, the terms set out in "Attachment B" shall apply.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the fees as set out in "Attachment B", not to exceed \$180,378. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of twenty five percent (25%) of the maximum payment provided for in this Section 2.
3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work by the date specified in a project plan as agreed to by the Parties, providing there are no delays that can be attributed to the City. Extension of terms or time of performance may be made only upon the City's written consent.

4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachment A" and the Scope of Work as detailed in "Attachment B". No compensation will be provided for any other tasks without specific prior written consent from the CITY.
5. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.
6. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.
7. Insurance Requirements.

- a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
- b. Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.

- (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONTRACTOR's work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
 - d. In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
8. Indemnification. CONTRACTOR (which in this paragraph 8 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONTRACTOR.
9. Limited Warranty. Contractor warrants that for a period of one (1) year and as long as any maintenance and support agreement is in place between Contractor and the City, that the Software will perform substantially in accordance with the Documentation as defined in "Attachment A". If the Software does not so perform during such period, Contractor will correct, at no cost to the City, programming errors in the Software to make the Software so perform provided that i) the Software has been properly used by the City in accordance with Documentation provided in connection therewith; ii) the City notifies Contractor of the programming errors and describes the nature of the suspected errors and of the circumstances in which they occur; iii) Contractor, using reasonable efforts, is able to confirm the existence of the programming errors; and iv) the City or any third party has not changed or modified the Software.

The City agrees that Contractor shall not be liable to the City 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 Contractor to comply with its obligations under this Agreement.

The City hereby agrees that Contractor's maximum liability for any claims related to personal injury, property damage, intellectual property, gross negligence or fraud and arising in connection with the Work or otherwise under this Agreement (whether in contract, tort, including negligence, product liability or otherwise) shall not exceed \$2 million. The Contractor's maximum liability for all other claims arising in connection with the Work or otherwise under this Agreement (whether in contract, tort, including negligence, product liability or otherwise) shall not exceed the amount paid by the City hereunder in the 12 months preceding the incident, provided that in no event shall the Contractor's aggregate liability arising out of or related to this Agreement exceed the total amount paid by the

City hereunder.

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 MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES OR CONDITIONS EXPRESS OR IMPLIED ARE GIVEN.

10. Limitations of Remedies and Damages. Contractor's entire liability and the Licensee's exclusive remedy under this Agreement shall be 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 if Contractor is in breach of the Limited Warranty.
11. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing, providing such consent is not to be unreasonably withheld. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
12. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
13. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.
14. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
15. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.
16. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
17. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
18. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among

copies or counterparts of the document.

19. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
20. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party.
21. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
22. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
23. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
24. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a licensed Contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.
25. Surviving Provisions. Section 8 (Indemnification), 9 (Limited Warranty), and 10 (Limitations of Remedies and Damages) shall survive any termination or expiration of the Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

QUESTICA LTD

Date: _____

Allan Booth
Director of Sales Operations

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

Budget Content & Data Sources	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
Requirement							
CONTENT			X				
1. Create and track an unlimited number of budget forecast years.			X				
VERSIONS							
2. Maintain a budget data archive with access to historical budgets from an unlimited number of previous years.			X				
3. Create 'What-if' representations of the budget.			X				
DATA SOURCES							
4. Online, real-time fully integrated system with the ability to support multiple users with many budget versions.			X				
5. True Web based system with the ability for users to enter data via a web browser. Detail what exactly is installed on client workstations.			X				
6. Ability to re-caption out of box labels on screens and reports.			X				
7. Allow users to individually bookmark areas of the budget they need access to on a frequent basis. Please explain in detail.			X				
8. Ability for budget staff to upload budget data from external sources, including spreadsheets, without technical assistance.			X				
9. Provide a user-friendly query tool accessible to all system users. Users should be able to query proposed budget values, comments, accounts/GL objects, and available balance data at any level of the classification structure.			X				
10. Provide tools to reconcile and budget/forecast for salary and benefit costs including:			X				All done via the Salaries module
a. Salary and benefit planning by position. (including vacancies)			X				

Budget Content & Data Sources	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
Requirement							
b. Cost of Living and benefit rate calculations.			X				
c. Ability to add new/missing positions preferably with default budget information.			X				
d. Ability to easily move positions from one budget or cost center to another.			X				
e. Ability to split positions between budgets.			X				
BUDGET AMENDMENTS/CHANGES							
11. Provide an audit trail of budget changes tracking:			X				All done via the Log View feature
· Who made the change			X				
· When the changes were made			X				
· A description of the change			X				
12. Record & report on changes made between budget versions.			X				
COMMENTARY							
13. Support the entry of descriptions, comments or notes to budget line items.			X				
14. Allow supporting documents to be attached to the budget line item from MS Word, Adobe PDF, or MS Excel.			X				
15. Allow reviewers/approvers to add comments to budget request documents or budget line items.			X				
16. Allow for the viewing of all comments related to a given report or template.			X				
Staff Planning - replacement costs for essential employees			X				Staff Planning is fully supported within Questica Budget. However, based on prior experience, we typically see Staff Planning being needed at organizations that require 24-7 staff coverage, such as hospitals. As such, our response does not include costing for Staff Planning. Should the City desire this functionality, we'd be more than happy to have an open dialogue, after which pricing can be provided.

Budget Content & Data Sources	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other																												
Requirement																																			
17. Describe the process to upload files to retrieve salary information (i.e.. Full time employees, wage rates, steps)			X				The process for loading HR/payroll data into the Questica Budget system is via our 'Salaries Synchronization Tool'. This provides a mechanism to populate our salary and benefit engine with data from your existing HR records in Microsoft Great Plains and / or Paycom. The integration can be run on demand, whenever updated Personnel data is needed in the budget system.																												
18. Describe the ability to manage multiple different status types: FT, PT, .8FTE, .5FTE, Temp, as well as position control numbers			X				Users with permissions can create and many types of shifts that you will use in your Staff Plans. Shift types have a name and a number of hours associated with them. Different groups and departments may work different kinds of Shifts. Below is a typical example of shift types.																												
	<div><div>Shift Types</div><div><div><div>Search</div><div>Advanced</div></div><div><div>Layout</div><div>Import...</div><div>Export</div></div><table><thead><tr><th></th><th>Name</th><th>Hours</th><th>Disabled</th></tr></thead><tbody><tr><td></td><td colspan="3">Click here to add a new record...</td></tr><tr><td><input type="checkbox"/></td><td>Evening</td><td>7.50</td><td></td></tr><tr><td><input type="checkbox"/></td><td>Long Day</td><td>11.25</td><td></td></tr><tr><td><input type="checkbox"/></td><td>Long Night</td><td>11.25</td><td></td></tr><tr><td><input type="checkbox"/></td><td>Night</td><td>7.50</td><td></td></tr><tr><td><input type="checkbox"/></td><td>Regular Day</td><td>7.50</td><td></td></tr></tbody></table></div></div>								Name	Hours	Disabled		Click here to add a new record...			<input type="checkbox"/>	Evening	7.50		<input type="checkbox"/>	Long Day	11.25		<input type="checkbox"/>	Long Night	11.25		<input type="checkbox"/>	Night	7.50		<input type="checkbox"/>	Regular Day	7.50	
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Budget Content & Data Sources							
Requirement	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
19. Describe how your product is able to budget for dollars and hours for defined union groupings			X				<p>Within the Salaries module, each position within a union can be associated with a salary amount, or follow a Grade-Step-Scale table. Additionally, a position can be associated with Paid Hours, along with an 'FTE Definition' which depicts the number of hours worked by a single FTE in this Position in a year. The combination of these two fields may affect the final costing for the position. Additionally, the Paid Hours and the FTE definition may differ. An example would be where a person is occupying a FT position but not being paid FT hours.</p> <p>When allocating a position to a costing center, you can allocate by either Full-time Equivalent (FTE), Percentage, Quantity or Hours, 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>
20. Describe how your product is able to budget by departmental schedule for various types of shifts, i.e. standby, callback, etc.			X				Administrators can input a variety of premiums that will affect their budgeting, including on-call and overtime premiums. The module automatically generates additional costs such as evening, night, weekend or holiday premiums from the defined staffing patterns.
21. Describe how the software defines Full Time vs Part Time FTE hours			X				The number of hours for FT vs. PT positions would be determined by the 'Paid Hours' and FTE Definition, the number of hours worked by a single FTE in this Position in a year. FT positions would typically be allocated 2080 hours, where as a PT position would be allocated 1,826 hours, or other user-defined amount.

Workflow							
Requirement	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
1. Allow different security for users based on the budget workflow process.			X				
2. Provide email notification as part of the workflow.			X				
3. Provide for a structured framework – a formal budget change tool - to deal with Amendments, Transfers, and other needed changes to the Operating and/or Capital budgets – with a dedicated workflow(s) and approval process separate and distinct from other approvals and workflows.			X				
4. Allow for formal budget changes to be created individually or bundled together and presented as a 'decision package'. Once approved, changes should be pushed unto the affected budgets. Ability to reverse changes as necessary.			X				
5. Support for 'what if' analysis inside formal budget change tool.			X				
6. Automatically record (via report) when workflows have been triggered, indicating the user and the date.			X				
7. Provide for a stage or phase in the budget development process whereby changes to that stage/phase are controlled via the formal budget change tool only.			X				

Dashboards	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
Requirement							
1. Ability for System Administrators and Users to establish Dashboards - graphical visualizations of important budget data			X				
2. Describe the number of Dashboards that can be created			X				Unlimited
3. Ability of any Dashboard to viewed by all system users, or restricted to a specific user, and/or a group of users.			X				
4. Ability to create Chart Types using the following elements:							
Line			X				
Scatter			X				
Area			X				
Bar			X				
Multi-Bar			X				
Horizontal Grouped Bar			X				
Line and Bar Combo			X				
Pie			X				
Bullet			X				
5. Describe the underlying technology used in the Dashboard			X				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.
6. Ability to display a webpage, either internal to the organization or a public website (example: Bing.com or CNN.com)			X				
7. Ability to display a report - either custom report or standard system report via the dashboard.			X				
8. Ability to arrange the dashboard placement as the user sees fit			X				
9. Ability to show information in a simple manner, by showing a simple number (example: Number of current Capital Projects on Hold)			X				
10. Ability to use the Dashboard feature to communicate with other users, via simple text images, and/or embedded video.			X				
11. Ability to show real time YTD budget vs actual for any department, or the organization as a whole.			X				
12. Ability to display elements of the budget which are approved, and those that are not approved.			X				

13. Ability drill down into underlying detail data from the dashboard			X				
Include a sample screenshot(s) of dashboards			X				Please refer to the sample screenshots in the Questica Response to Escondido RFP.docx, Section B.2 Screenshots.

Compilation & Consolidation	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
Requirement							
1. Support the automated roll up and consolidation of budget by category codes, object codes, cost centers, departments and divisions.			X				
2. Support both "spreading" of budget across months or years and the ability to enter budget line items by month.			X				
3. Allow budget entry using Excel like formulas.			X				
4. Support the use of budget variables to drive budget line-items.			X				
5. Ability to apply advanced onscreen queries/searches of budget amounts across the entire organization for analysis. Ability to modify single and multiple line items from within queries, rather than on a budget by budget basis.			X				
6. Onscreen view of actual costs vs. budget amounts on a monthly, quarterly and annual basis. Should also be made available in reports.			X				
7. Real-time viewing and access to budgets, regardless of where they sit within the approval process.			X				
8. Ability to apply increases/decreases at the line item, budget and corporate level. Changes made at one level should automatically be reflected at the other levels.			X				

Interdepartmental Transfers or Allocations	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
Requirement							
1. Move or push dollars around the Operating budget, and even into the Capital budget in a structured and balanced fashion.			X				
2. Allocate or transfer funds by single line item, multiple line items, or complete cost centers/departments.			X				
3. Allow for circular allocations (where Dept. A may allocate to Dept. B, and Dept. B allocates back to Dept. A)			X				
4. Provide standard reports and or graphs detailing all allocations/transfers.			X				
5. Ability to allocate/transfer by user selected GL Account Types.			X				
6. Ability to allocate/transfer only revenues, only expenditures, or the net amount (revenues less expenses).			X				
7. Ability to allocate/transfer by user selected Cost Driver. Typical cost drivers are; # of PC's, # of Square Footage, etc.			X				
8. Ability for allocations to remain in balance, even if the original allocation has been modified. Allocations, regardless of the dollar amounts should always be in balance.			X				
9. Ability to "play with" budget dollar allocations, meaning the ability to work through an allocation but not actually commit it. Should the user decide, the allocation can at a later date be committed, and/or deleted.			X				

Analysis, Forecasting & Reports	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
Requirement							
1. Drill down on plan/forecast/budget values to underlying cost drivers.			X				
2. Report writing tool is available with options to use pre-built templates or custom made reports.			X				
3. Ability for end users to create, customize, and maintain reports at the user level without the need for IT or programming resources.			X				
4. Provides multi-dimensionality reporting based on category code structure:							
· by year			X				
· by department			X				
· by division			X				
· by account			X				
5. Ability to create departmental salary/staffing reports that show individuals and/or positions, total compensation costs and FTE's.			X				
6. Provide reports with year to year comparisons. (budget)			X				
7. End user able to create and report on different scenarios for multi-year operating and capital budgets including:							
· 'What if' scenarios at the department, divisional, and corporate level			X				
· "What if" analysis/simulation based on changes in key inputs			X				
· Allow the end user to copy prior forecasts and analysis into current work to eliminate re-work			X				
8. Newly created scenarios are available to all users.			X				

Analysis, Forecasting & Reports	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
Requirement							
9. Provide reports with year to year comparisons (actual) by user selected level of detail or dimensions.			X				
10. Support the export of reports to MS Word, Excel and PDF.			X				
11. Allow end user to input explanations for system calculated variances that exceed the user defined variance threshold. (budget vs. actual, budget version and year-over-year)			X				
12. Ability to create report as a "template", i.e. create report once, and support delivery of same report over multiple mediums including Excel, Web, PDF, print, etc.			X				
13. Provide graphical analysis including displaying financial data as tables, graphs and charts.			X				
14. Allow all core system reports to be customized and ultimately saved as a separate reports on the system.			X				
15. Trend Analysis: reporting and onscreen views of two previous years' budget and actual costs, current year budget and actual costs, along with forecasted years.			X				
16. Access to multi-dimensional reports with dropdown menus.			X				
17. Provide a facility for Ad Hoc user reporting with filtering. Ability to save reports for future reporting. Reports should always be up-to-date and exportable to Excel, Word and PDF, at a minimum.			X				
18. Access to actual cost details as imported from the financial system.			X				

Analysis, Forecasting & Reports	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
Requirement							
19. Allow for drill-through reporting into actual cost amounts.			X				
20. Side by side comparison of the budget at specific points in time. E.g. Approved vs. Amended budgets.			X				
21. Support well-defined, retrievable audit trails for data entry and edits including user and time stamps			X				
22. Ability to add additional fields at the line item level for the tracking of items such as strategic initiatives.			X				
23. Ability to restrict access to specific reports.			X				

Capital Budgets	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
Requirement							
1. Create Capital specific report packages for the Administration and Council review process. These would include Project Summaries, Project Detail Reports, Funding Source Summaries and Reserve Fund Projections.			X				
2. Report by funding source, asset types/classes;			X				
3. Track Operating impacts for each Capital Project and associate them to their respective Operating budgets.			X				
4. Perform bulk edits on projects, such as moving selected projects to an approved stage.			X				
5. Allow users to select from a list of templates to create a new capital projects. (template to include common accounts used in a specific project type)			X				
6. Track actual costs against the budgeted amount for each Capital project.			X				
7. Provide ability to rank or prioritize projects based on user defined criteria.			X				
8. Attach documents and/or pictures to specified projects.			X				
9. Ability to enter notes/commentary for internal purposes.			X				
10. Managers should be able to create GL templates that will automatically populate the GL accounts for users, based on the type of project they are creating.			X				
11. Access to the current year actual costs along with project-to-date actual costs.			X				
12. Ability to enter start and end dates for projects, along with their "year-identified."			X				

Capital Budgets	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
Requirement							
13. Unlimited scenario budgeting at the project level.			X				
14. Reserve tracking with opening balances, funding requirements, contributions and closing balances for each reserve. Balances should be updated in real-time.			X				
15. Ability to associate each project to a project type, asset category, or region for reporting purposes.			X				
16. Associating each project with a status, such as opened, on hold, cancelled, or closed.			X				
17. Available fields to enter free-form text related to a specific project. This information should be available on reports, if needed.			X				
18. Ability to relate/associate one project with another. For example, showing that a project proceeds or follows another project. This relationship should show up on reports.			X				

Technical Requirements							
Requirement	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
1. Supports the use of unique logic and business rules.			X				
2. Supports the modification of screens to add additional data fields without the need for custom programming or a unique product distribution.			X				
3. Supports the addition of custom fields of data on screen and the budget grid.			X				
4. Compatible with Windows Server 2012 or better?			X				
5. Browser Support. Is the proposed solution compatible with current versions of Internet Explorer, Firefox, Safari and Google Chrome?			X				
6. Supports Microsoft SQL 2012+?			X				
7. Support SQL Server Reporting Services reporting technology.			X				
8. Provides scalable framework to support growth in users and data.			X				
9. Supported in a Virtualized environment utilizing Hyper-V technology?			X				
10. Supported in a Virtualized environment utilizing VMware technology?			X				
11. Supports an e-mail based notification system.			X				
12. Java based functions should not be used on the client computer.			X				
13. Provide user and technical documentation in an electronic format. (on-line)			X				
14. Provide online contextual help available within the Budget Software.			X				

Security							
Requirement	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
1. User security should utilize Active Directory services.			X				
2. Ability to set up user permissions by pre-defined groups and roles.			X				
3. Support Windows pass-through authentication?			X				
4. Users should not need to enter an ID and password into the budget software once logged into Windows.			X				
5. Ability to set up access types (i.e. edit & read only) on a role or group basis?			X				
6. The System Administrator should have the ability to restrict user access at various stages of budget development.			X				
7. All system reports must be associated to each individual user's security and permissions set up. Reports not available to a user should not be visible to that user.			X				
8. Establish an unlimited number of security roles.			X				
9. System administration access – maintenance and update of user accounts.			X				
10. Ease of access to audit history /reports to clearly show changes in data.			X				
11. System administrator ability to selectively lock line items from change.			X				
12. System administrator can see all activity by user including last log in, reports opened and other non- data submission activities.			X				
13. Provide a current version of database schema.			X				

Attachment B



QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the “**Agreement**”) is made this October 24, 2018 (the “**Effective Date**”) by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware (“**Questica**”) and City of Escondido, CA, 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.

“**Services**” means the products and services that are ordered by You or Your Affiliates 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 Services, including but not limited to any data, content (including user content), information and files.

2. PROVISION OF SERVICES

2.1 Terms of Service. Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

2.2 Provision of Services. We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. 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. 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.

- 2.3 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.
- 2.4 Hosting, Product Maintenance and Support.** For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services (the "Services") for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.
- 2.5 Implementation Services.** Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Subscriber expires the earlier of:
- 1) completion of the services described in the SOW
 - 2) 12 months from the effective date of the relevant Order Form.
- 2.6 Acceptance of Custom Work.** Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If it is determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.
- 3. USE OF THE SERVICES**
- 3.1 Our Responsibilities.** We shall: (i) provide Our basic support for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the 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 Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern 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 Services only in accordance with applicable laws and government regulations.
- 3.2 Our Protection of Your Data.** We shall maintain reasonable 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 SERVICES**

- 4.1 Fees.** You shall pay all fees specified in all Order Forms as set out in Appendix A. 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 changes 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.
- 4.7 Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.
- 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. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any 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 withes 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 or otherwise 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. Reserved

8. Reserved

9. Reserved

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 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 Services), 5 (Proprietary Rights), 6 (Confidentiality), 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data), 10.6 (Surviving Provisions), 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 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 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. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	Questica Management Level	Subscriber 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
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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.

(a) Except as provided above, or any other circumstance in which a party seeks an injunction or other equitable relief from the courts, Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Delaware before one arbitrator, including lawyers with 10 years of active practice in relevant information technology or intellectual property matters. The arbitration shall be administered by (i) JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures if You are U.S. based or if You are from outside the United States, in accordance with the JAMS International Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

(b) Notwithstanding the provision in Section 11.2(a) with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

(c) In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

11.3 Reserved

11.4 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 Reserved

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 Reserved

12.6 Reserved

12.7 Reserved

12.8 Reserved

12.9 Reserved

12.10 COOPERATIVE STATEMENT. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agrees to do so.

12.11 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.

APPENDIX A – FEES

Quotation ID#: City of Escondido – September, 24, 2018

Software-as-a-Service (SaaS) Model

Description		Annual
Software as a Service		
Questica Budget Software Subscription (Questica provides server, database, operating system, monthly management, Questica Budget, software maintenance)		\$28,776
Total YR1 SaaS Subscription (Due Annually)		\$28,776
Professional Services (Per Statement of Work)		One-Time
Design, Analysis & Configuration		Included
Project Management		Included
Training		Included
Integrations		Included
Customizations		Not Included
Custom Reports		Not Included
IT Services		Included
Total Professional Services:		\$94,050
Travel expenses, if applicable		Included - see notes
Total Travel Expenses:		\$ -
Grand Total Year 1		\$ 122,826

License Count:

- Questica Budget Framework- Includes 1 Seat (Operating, Salaries, & Capital)- 1
- Additional Operating License Seats- 39
- Additional Salaries License Seats- 1
- Additional Capital License Seats- 39
- Unlimited Read Only- Included
- Opt. Feature: Allocations- Included
- Opt. Feature: Statistical Ledger- Included
- Opt. Feature: Performance- Included
- Opt. Feature: Staff Planning- Not Included
- Opt. Feature: Financial Statements- Not Included

* Read only applies to Operating, Salaries, and Capital modules only

Pricing Notes

Quotation ID#: City of Escondido - September, 24, 2018

Pricing valid through: December 31, 2018

- Above pricing in US dollars
- Applicable Taxes Extra
- Terms of Payment:
 - Software Subscription (including annual maintenance, support, and hosting services):
 - Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years
 - Professional Services:
 - 25% upon Contract Effective Date
 - 25% due the earlier of software installation or 60 days from Contract Effective Date
 - 25% due the earlier of historical data import or 90 days from Contract Effective Date
 - 25% due the earlier of completion of training or 120 days from Contract Effective Date
- Travel: Includes up to 2 Onsite Visits at 3 days/visit

APPENDIX B – Hosting, Maintenance and Technical Support Services

- (A) **Hosting Services.** Questica shall provide technical support and the associated hardware infrastructure to maintain the various Questica databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:

- I. Testing customizations during an upgrade
- II. Restoring a database backup required because of a Subscriber error
- III. Migrating data or reports among instances (example: from training or testing to production)

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

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

Technical support relating to the Hosting Services is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. 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.

- (B) **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 Subscribers 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

If requested, Questica will provide assistance in the testing of any site-specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

- (C) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. 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. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Subscriber. Each Technical Support Service 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 Service 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. Subscriber developed interfaces, API interactions, or customizations;
- VI. Subscriber developed reports;
- VII. End-User training or re-training;
- VIII. Subscriber hardware issues;
- IX. Correction of data issues derived from user error or Software misuse;

- X. Changes to Questica developed custom reports or Permitted 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 Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and
- XII. Changes to integration functionality made necessary due to Subscriber 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.

Subscriber 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. Subscriber may be required to grant Questica certain limited access rights to Subscriber's computer systems in order to render Technical Support Services.

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

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

APPENDIX C – STATEMENT OF WORK (SOW)

Scope of Work Questica Budget Implementation for City of Escondido

1. Revision History

Rev.	Date	Authors	Notes/Changes
1			

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, with such help from Questica as is detailed in the item description.
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.

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. Delays on the part of The Customer, including putting the project on temporary hold or switching out project team members, may result in a project Change Order to cover restart, rework, rescheduling and retraining. This fixed price implementation includes project management for the duration of the 21 week implementation contiguous from kick-off (see "Project Management" below).

Initial Data Load

“Data import”, “import workbooks”, “import configuration”, and “initial data load” are synonymous terms referring to the initial migration of data from The Customer's existing systems into Questica. Where this initial data load is to be performed by Questica, the data shall be returned to Questica in Excel workbooks. Questica will supply The Customer with blank workbooks which must be completed according to the defined format and structure.

For the purpose of this Scope of Work, the definition of Division, Department, Costing Centers, Project, Fund, GL Account, and Asset Type shall be that found in the Questica Budget Operating & Capital manuals. The mathematical relationships between these entities shall be those currently supported by Questica Budget and described in the Questica Budget Operating & Capital manuals. The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Salaries, Capital and Performance) where each of these modules is in use. GL Accounts must be categorized as either a revenue or expenditure account. The inclusion of chart of account segments ("chart fields"), other than those mentioned above, will be accommodated where possible but is not guaranteed, and can extend the import timeframe.

The Customer will resolve any inconsistencies in the structures prior to providing them to Questica for import to Questica Budget. Where import data meets these requirements, Questica will populate the Questica Budget database within 10 business days of receiving the import workbooks. Data returned to Questica which violates Questica Budget's data integrity rules will extend this timeframe.

Integrations

"Integration" as used in this Scope of Work refers to the copying of data to and from systems external to Questica Budget.

Questica shall be responsible for providing the software interface into Questica Budget (including data transformations as described by The Customer) and the operational infrastructure required to manage the integration.

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.

The Customer is advised that Questica running as a SaaS/hosted system is unlikely to be granted the local network access to The Customer's other enterprise systems for a direct database-to-database integration. The most likely mode of data exchange will be via formatted text (.CSV) files transmitted using FTP or secure FTP. Integration via web services may be possible where the 3rd party system provides a web services interface supported by Questica. It will be The Customer's responsibility to create or cause to be created the necessary file transfer mechanism on their side of the transfer; and to ensure that the 3rd party system's integration components are available, including web services where used.

Data elements being copied into Questica will be imported provided that the element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be thus matched. Integrations will not create accounts, or segments of the account, where no such account exists in Questica.

While it is likely that Questica can accommodate additional chart of account segments ("chart fields"), and will try to do so, the general ledger integrations are designed to be at the division, department, cost center/project, fund and GL object level. Unless explicitly stated in this Scope of Work, Questica is not obligated to support the integration of additional chart of account segments. Questica shall accommodate reasonable requests for mapping chart fields, to accommodate situations such as legacy account structures, however such mappings are not guaranteed, and complex and arbitrary mappings are not in-scope.

Unless specifically listed as a customization, Questica integrations do not include the synchronization of chart of account strings, segments, or combinations; which is to say that the list of funds, GL accounts, costing centers, and projects, etc. is not automatically updated from the general ledger or other external system.

Customizations

Customizations include custom business rules, modifiers, user interface (grids, forms, etc.), non-standard integrations, hand-crafted reports, and ad hoc entities. They are all detailed in section "2.9.

Customizations” of this Scope of Work document. Sections prior to “2.9. Customizations” detail the delivery of standard product functionality and services.

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 5 months from the signing hereof.	In scope
Production Hosting	<p>Questica will provide the hosted operating server environment, as per the signed hosting agreement.</p> <p>The server will be configured with a single production instance of the Questica Budget system and a single 'sandbox' available for The Customer's development/test/QA/training needs. Questica will refresh the sandbox system by making a copy of the production database upon request and with reasonable notice given.</p> <p>The Customer will provide user workstation environments as follows:</p> <ul style="list-style-type: none"> • A web browser: supported browsers - Internet Explorer 10 or newer, Microsoft Edge, Safari latest release (on Mac only), Firefox latest release, Chrome latest release; • Microsoft .NET Framework 4.6 installed; • Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required; and/or saving reports as Excel is required); • A ClickOnce browser extension (if self-serve report authoring is required from browsers other than Internet Explorer or Edge). 	In scope
Questica Access To Production Server	Questica implementation & technical staff have full access to the production system for the purpose of system implementation. (Note: if not then Questica staff will play an advisory role in implementation).	Not in scope
Project Management	<p>Questica will assign a project manager to lead this implementation on Questica's behalf. The role and responsibility of the project manager is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section "2.10.1. Questica Project Management Responsibilities" of this Scope of Work.</p> <p>The project manager will hold no more than 1 standing weekly status meeting, but is available via email and telephone for ad-hoc contact as needed.</p>	In scope

On-Site PM Visits	Provision is made for up to 2 on-site visits by the Questica project lead(s). Meeting premises, facilities (including external internet access) and equipment are to be provided by The Customer. The on-site visits will be spread over no more than 2 visits, each of which shall be a minimum of one day and no more than five consecutive business days within the same working week. All other work by the Questica lead(s) will be carried out off-site and contact will be via normal telecommunication channels.	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
Single Sign-On	Configure Questica Budget to use The Customer's existing Windows Authentication for user logon. Note that in a SaaS environment the Customer will need to have ADFS (Active Directory Federation Service) on their domain server. Configuration of ADFS on their domain server is a Customer task.	In scope
Import Configuration ...		
Import Master Configuration Data	Configuration and data import of the following Questica standard data structures, using data supplied by The Customer in Excel® workbooks provided by Questica: <ul style="list-style-type: none"> • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts; • Statistical Account Categories and Statistical Accounts; • Measure Units. 	In scope
Analytics ...		
Standard Reports	Provision of Questica Budget's standard reports. These reports are provided as-is and may not fully address The Customer's specific reporting requirements.	In scope
Administrator Authored Reporting	Questica's reporting infrastructure allows users to create ad hoc views which can be used as datasets when using Report Builder 3.0 for administrator authored reporting; as the data source for dashboard widgets; and as part of the ad-hoc analytics interface. Each ad hoc view requires a base "entity" (database table), which can be one of Questica's native data entities; a user configured entity; or a custom built "report entity" which consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on. Questica will be provisioned with a set of useful report entities and sample ad hoc views.	In scope

2.2. Operating Module

The Questica Budget Operating module is included in this installation.

Functional Area	Description	Scope of Work
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Optional Features ...	<i>The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. An additional license cost is associated with each add-in.</i>	
Allocations Add-in	The Questica Budget Allocations add-in, to allocate specific budget lines to multiple costing centers. If the Capital module is active then budget lines can also be allocated to projects.	In scope
Statistical Ledger Add-in	The Questica Budget Statistical Leger add-in, to budget for non-general ledger and non-monetary values, rates and quantities within costing centers.	In scope
Staff Planning Add-in	The Questica Budget Staff Planning add-in, to create a staffing budget which accounts for non-productive time and full shift coverage, within costing Centers. This add-in requires the Salaries module as well as the Operating module.	Not in scope
Configuration ...		
Import Costing Centers	Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: <ul style="list-style-type: none"> • Create Costing Centers (for each historical and current/future budget year to be loaded); • Add Costing Centers to Departments consistent with, and shared by, the Capital budget module; • Associate Costing Centers with Funds; • Define Budget Promotion Stages. 	In scope
Initial Data Load ...		
Import Initial Budget	Import the current/future budget, with 1 years of future forecast data from data import workbooks: <ul style="list-style-type: none"> • Create dollar budget line items with GL Accounts ... at the Costing Center level. Questica will carry out a second import of the current/future budget if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live.	In scope
Import Historic Budgets	Import 2 prior years' Operating budgets from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope
Import Actuals Transactions	Import Operating actuals transactions from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature, or use the automated integration once that has been configured.	Customer task
Import Initial Statistical Budget	Import the current/future Operating budget from data import workbooks: <ul style="list-style-type: none"> • Create statistical budget lines items with Statistical Accounts ... at the Costing Center level. If not in scope then The Customer will add their budget data manually or using Questica Budget's spreadsheet import feature. 	Customer task
Import Historic Statistical Budgets	Import prior years' statistical budgets from data import workbooks. If not in scope then The Customer can add their historical data manually or using Questica Budget's spreadsheet import feature.	Customer task

Import Statistical Actuals Transactions	Import statistical actuals translations from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature.	Customer task
Import Initial Staff Plan	Import current staff plan as start point for next budget year from data import workbooks. If not in scope then The Customer can add their staff plans manually. Note that staff plans are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to load staff plans in bulk from Excel® workbooks.	Not in scope
Integration ...		
Budget Export	<p>Automated facility to transfer the Operating module budget data from Questica Budget to The Customer's PeopleSoft general ledger at the approved budget object/costing center level on an annual or other basis when invoked by a user.</p> <p>Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.</p> <p>In addition to the limitations noted in the general Integrations section of this Scope of Work; and notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points:</p> <ul style="list-style-type: none"> • Questica will create no more than 1 custom export configuration of the approved budget; • No custom user interface will be created for the selective export of sections of the budget; • Exports the entire budget (does not support the export of changes since the last export, such as amendments, which is a separate integration, see "Amended Budget Export" below). 	In scope
Amended Budget Export	Automated facility to transfer individual approved amendments to the Operating module budget data, from Questica Budget to The Customer's PeopleSoft general ledger, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the PeopleSoft general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	Not in scope
Actuals Import	<p>Automated facility to transfer actual data from The Customer's PeopleSoft general ledger to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled; and/or on demand.</p> <p>Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.</p> <p>Notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points:</p>	In scope

	<ul style="list-style-type: none"> • Questica will create no more than 1 import configuration of the actual costs transactions; • A user interface will be created for the selective import of sections of the budget within two date ranges, no other criteria will be available; • Imports only actuals transactions, which is to say that it cannot be used to amend the budget. 	
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2.3. Salaries Module

The Questica Budget Salaries module is included in this installation.

Functional Area	Description	Scope of Work
Initial Data Load ...	<p>Configuration and data import of standard Questica Salaries data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> • Create positions; • Create salary grades; • Create salary grade steps; • Create modifiers (benefits); • Create employees; • Allocate employees to positions; • Allocate positions to costing centers. <p>For the purpose of the above, the definitions of positions, Salary grades, Salary grade steps, employees and modifiers shall be those found in the Questica Budget Salaries manual. The relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Operating Manual.</p> <p>Questica will carry out a second import of the Salaries module data if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live with the Salaries module.</p>	
Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope
Create Benefits (Modifiers)	<p>Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, and insurance. If not in scope then The Customer can enter modifiers manually.</p> <p>Note that modifiers are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.</p>	Customer task
Import Position/Costing Center Allocations	Import from data import workbooks.	In scope
Integration ...		

Payroll Actuals Import	Automated facility to transfer actual payroll transactions at the employee/position detail level from The Customer's payroll system to the Questica Budget Operating module; automatically scheduled, and/or on demand.	Not in scope
HR Data Sync.	<p>Automated facility to synchronize Salaries data between Questica Budget and The Customer's PeopleSoft 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 PeopleSoft system, either in CSV formatted files or by ensuring that the standard PeopleSoft 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:</p> <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. <p>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.</p>	In scope

2.4. Capital Module

The Questica Budget Capital module is included in this installation.

Functional Area	Description	Scope of Work
Configuration ...		

Import Projects	Configuration and data import of standard Questica Capital data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: • Create Projects (including closed projects where historical budget is to be loaded); • Add Projects to Departments consistent with, and shared by, the Operating budget module; • Define Project Promotion Stages. The configuration data may optionally contain data necessary to: • Define Asset Categories & Asset Types; • Define Project Regions; • Define a Single Set of Project Ranking Metrics.	In scope
Initial Data Load ...		
Import Initial Budget	Import the current/future Capital budget, with 5 years of future forecast data from data import workbooks: • Create dollar budget line items with GL Accounts and Funds ... at the Project level. Questica will carry out a second import of the current/future budget if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live.	In scope
Import Historic Budgets	Import 2 prior years' Capital budgets from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope
Import Actuals Transactions	Import Capital actuals transactions from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature, or use the automated integration once that has been configured.	Customer task
Integration ...		
Budget Export	Automated facility to transfer the Capital module budget data from Questica Budget to The Customer's PeopleSoft general ledger or project ledger the approved budget object/costing Summarized level on an annual or other basis when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems. In addition to the limitations noted in the general Integrations section of this Scope of Work; and notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points:	In scope

	<ul style="list-style-type: none"> • Questica will create no more than 1 custom export configuration of the approved budget; • No custom user interface will be created for the selective export of sections of the budget; • Exports the entire budget (does not support the export of changes since the last export, such as amendments, which is a separate integration, see “Amended Budget Export” below). 	
Amended Budget Export	Automated facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to The Customer’s PeopleSoft general ledger (or project ledger), or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the PeopleSoft target system cannot be updated by re-running the full export provided in the item in the “Budget Export” item above.	Not in scope
Actuals Import	Automated facility to transfer actual data from The Customer’s PeopleSoft general ledger or project ledger to the Questica Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure. Notwithstanding items expressly referenced in the “Customizations” section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: <ul style="list-style-type: none"> • Questica will create no more than 1 import configuration of the actual costs transactions; • A user interface will be created for the selective import of sections of the budget within two date ranges, no other criteria will be available; • Imports only actuals transactions, which is to say that it cannot be used to amend the budget. 	In scope

2.5. Financial Statements

The Questica Budget Financial Statements optional feature is not included in this implementation.

Functional Area	Description	Scope of Work
Configuration ...		
Balance Accounts & Cash Flow Lines	<p>Configuration and data import of standard Questica financial statement data structures, using data supplied by The Customer in Excel® workbooks provided by Questica:</p> <ul style="list-style-type: none"> • Balance Sheet Categories and Accounts; • Balance Sheet Actual Costs Types; • Cash Flow Categories; • Lines of Cash Flow Reporting. <p>If not in scope then The Customer can add their budget data manually or using Questica Budget's spreadsheet import feature.</p>	Not in scope

Import Data ...	<i>Initial Financial Statements data imported into Questica Budget from Excel® files (“workbooks”)</i>	
Import Balance Forecasts	Import 2 prior years' balance sheet forecasts from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. If not in scope then The Customer can add their balance sheet forecasts data manually or using Questica Budget's spreadsheet import feature.	Not in scope
Import Balance Actuals	Import balance sheet actuals transactions from data import workbooks. If not in scope then The Customer can add their data manually, or using Questica Budget's spreadsheet import feature.	Not in scope
Integration ...		
Balance Actuals Import	Automated facility to transfer actual data from The Customer's general ledger to the Questica Budget financial statements at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.6. Performance Measures

The Questica Budget Performance Measures module is included in this installation.

Note that read-only licences are not available for Questica's Performance Measures module, as such the purchase of an 'Unlimited Read Only' licence does not grant read-only users access to this module.

Functional Area	Description	Scope of Work
Configuration ...		
Measure Categories and Units	Questica will, with the help of The Customer, determine how to configure Performance Measures Categories and Units, establishing those lookup values within the system.	In scope
Import Data ...	<i>Initial Performance Measures imported into Questica Budget from Excel® files (“workbooks”)</i>	
Measures	If not in scope then The Customer will leverage Questica provided training to determine how to enter Performance Measures into the system. Note that Measures are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to create Measures in bulk from Excel® workbooks."	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>If automated import of Measure Actuals is required then a custom interface can be specified in the “Customizations” section of this Scope of Work.</i>	

2.7. OpenBook

Questica's "OpenBook" cloud service for data transparency.

Functional Area	Description	Scope of Work
Configuration ...		
System Administration	General configuration of OpenBook to set the look-and-feel, captions, and add users. As a customer task, The Customer will leverage Questica's training material to understand the administration options.	Not in scope
Configuration of Visualizations	The Customer is able to add multiple "visualizations" of their data to their OpenBook site. Each dataset is displayed according to a template selected from a library of visualization styles. As a customer task, The Customer will leverage Questica's training material to understand the administration options.	Not in scope
Configuration of Questica Budget	The Customer is able to create their own ad hoc views as a convenient source of data for OpenBook. The Customer can leverage Questica's training material to learn how to create ad hoc views and how to publish them to OpenBook.	Not in scope
Integration ...		
Import from Questica Budget	Connection of OpenBook to Questica Budget, through a shared API key, and the publication of ad hoc views for seamless import of data into OpenBook from Questica Budget. The Customer can leverage Questica's training material to learn how to connect Questica Budget to OpenBook.	Not in scope
Import from CSV Files	Population of datasets through the import of .CSV files. The Customer can leverage Questica's training material to learn how load and configure datasets from CSV files.	Not in scope

2.8. Training

Functional Area	Description	Scope of Work
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<p><i>Questica maintains a substantial set of training courseware online in the Questica Academy. All relevant material on the Academy is available to all users during and after the implementation. Questica's standard training model is to train the trainers and/or advanced users within the Customer's organization in all aspects of the application related to the system delivered. Training is a blend of online courseware and "live" training, either in a classroom or via a web conference. In the case of video training the project manager will field any outstanding questions. Where a specialist trainer is "In Scope" below this might be as a follow-up to a video or presentation of the entire course. Questica's project manager will help determine at which point in the implementation the delivery of training is most appropriate. The Customer may prefer to receive some or all of their training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively the Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Questica. Having received train-the-trainer training, the Customer is responsible for training the "end users", except where explicitly included in scope (below). Note that Questica offers, as a service, the creation of online courseware for end users that is tailored to the Customer's system and processes. The following sections detail the proposed training. The project manager and the Customer will determine the final training plan and topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed the proposed plan.</i></p>		
Training: Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos. This will be delivered in one training session.	In scope
Training: Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommend that users make use of the many online resources to gain expertise in this tool. This will be delivered in one training session.	In scope
Train-the-Trainer: Allocations	"Train the trainer" training in Questica Budget's Allocations feature is delivered via a pre-recorded training video.	Customer task
Train-the-Trainer: Change Requests	"Train the trainer" training in Questica Budget's Change Requests feature is delivered via a pre-recorded training video.	Customer task
Train-the-Trainer: Statistical Ledger	"Train the trainer" training in Questica Budget's Statistical Ledger budgeting feature is part of the Operating training where this optional feature is in scope.	Not in scope
Train-the-Trainer: Operating	"Train the trainer" training in the use of Questica Budget's Operating module. This will be delivered in one training session.	In scope
Train-the-User: Operating	"Train the user" training in the use of Questica Budget's Operating module.	Customer task
Train-the-Trainer: Staff Planning	"Train the trainer" training in the use of Questica Budget's Staff Planning feature.	Not in scope

Train-the-User: Staff Planning	“Train the user” training in the use of Questica Budget's Staff Planning feature.	Not in scope
Train-the-Trainer: Salaries	“Train the trainer” training in the use of Questica Budget's Salaries module. This will be delivered in one training session.	In scope
Train-the-User: Salaries	“Train the user” training in the use of Questica Budget's Salaries module.	Customer task
Train-the-Trainer: Capital	“Train the trainer” training in the use of Questica Budget's Capital module. This will be delivered in one training session.	In scope
Train-the-User: Capital	“Train the user” training in the use of Questica Budget's Capital module.	Customer task
Train-the-Trainer: Financial Statements	“Train the trainer” training in Questica Budget's Financial Statements feature is delivered via a pre-recorded training video.	Not in scope
Train-the-Trainer: Performance Measures	“Train the trainer” training in the use of Questica Budget's Performance module is via pre-recorded training video. In addition, one training session. will be held on this topic.	In scope
Train-the-User: Performance Measures	“Train the user” training in the use of Questica Budget's Performance module.	Customer task
On Site ...		
On-Site Training Visits	All in-scope training provided by Questica will be delivered using web conferencing tools. Attendees are able to participate in the training from multiple locations, using their own computer or a shared system (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities.	Not in scope

2.9. Customizations

2.9.1. Custom Business Rules (CBRs), Modifiers, User Interface

This Scope of Work does not include the development of customizations.

Customizations not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.2. Custom Reports, Custom Ad Hoc Entities and Custom Dashboards

This Scope of Work does not include the development of custom reports or ad hoc entities.

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.3. Specifications

Before Questica undertakes any customizations described herein, as well as integrations with other systems, and data imports, The Customer and Questica shall prepare and sign-off on the detailed specifications (“Specifications”) for the work to be performed.

2.9.4. Change Orders

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.

2.9.5. 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.

2.10. Project Management

2.10.1. 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.
4. Providing The Customer with timely and detailed descriptions of the items identified as “Customer task” within this SoW.
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.

2.10.2. 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.

2.10.3. 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 1
- 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.

2.11. 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.

APPENDIX D – Contract Exceptions

This Appendix D is reserved for agreed upon changes or exceptions to the Software Subscription Agreement. Changes in this Appendix D supersede and replace the identified language or section from the Software Subscription Agreement.

END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT