REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING DATE:

JANUARY 16, 2018

TITLE:

APPROVE AN AGREEMENT WITH QUESTICA INC. FOR THE CITYWIDE BUDGET MANAGEMENT SOFTWARE {STRATEGIC PLAN NO. 7, 5A & 5E}

[signature]

CITY MANAGER

RECOMMENDED ACTION

Authorize the City Manager and Clerk of the Council to execute an agreement with Questica, Inc. for the implementation, maintenance and support of the Citywide Budget Management Software for an initial three-year term beginning January 16, 2018 through December 31, 2020, for an amount not-to-exceed $240,264 during the first year and an annual not-to-exceed amount of $30,520 thereafter with a provision for a two-year extension exercisable by the City Manager and the City Attorney, in an amount not-to-exceed $61,040 subject to non-substantive changes approved by the City Manager and the City Attorney.

DISCUSSION

Information Technology Strategic Plan (ITSP)
On May 15, 2015, ThirdWave Corporation provided the City of Santa Ana with the Information Technology Strategic Plan Roadmap ("ITSP") concluding a comprehensive and thorough assessment of the City's existing technologies, operational requirements and service delivery needs. As a part of the ITSP, the current Budget Process was evaluated and recommendations for improvements, including the implementation of an Enterprise Budget System, were provided to increase operational efficiency and enhance financial integration.

The overall objective of the budgeting application is to increase available reporting tools such as: populate personnel costs through the payroll system, provide for various budget and capital scenarios, offer revenue modeling options, provide fund balance projections, provide an automated workflow, and have the ability to integrate with the financial and payroll systems (Lawson/Infor & Highline, respectively). This new application would mitigate redundancies, automate & streamline the budget process and improve the overall budget process.

Addressing Maintenance and Enhancing Services
On October 20, 2015, the City Council approved the Addressing Maintenance and Enhancing Services (AMES) plan to address deferred maintenance and invest in technology. As part of the

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Information Technology Strategic Plan ("ITSP"), an Enterprise Budget System was recommended and the City Council authorized an initial allocation of $400,000 for the purchase and maintenance of a Budget Application tool that was in direct alignment with the City's ITSP.

Request for Proposals

As a direct result of the recommendations derived from the ITSP, City staff researched the budget application market and surveyed other municipalities. On May 4, 2017, a Request for Proposals (RFP No. 17-053) for a Citywide Budget Management Software was released. Specifically, RFP No. 17-053 requested the following from the respondents: to deliver a public sector budgeting solution that supports the various needs of the budget office and City departments in the development, management, monitoring and publication of the City's annual budget and related documents.

Eight proposals were received. They were subsequently reviewed by a five-member committee comprised of staff from Finance & Management Services Agency, Information Technology Agency, Community Development Agency & the Planning & Building Agency.

There were two phases in the selection process. In the first phase, the committee reviewed all the proposals and selected the top five firms to move on to the second phase based on the following criteria: 1) Qualifications, 2) Meeting Technical Requirements, 3) Cost Proposal & 4) Implementation & Training. The proposals were ranked accordingly, as follows:

Rank	Firm	Proposal (out of 100)
1	Questica	92.4
2	AST	88.0
3	Infor	86.0
4	Key Performance Ideas	84.6
5	LSI	83.0
6	Innofin Solutions	82.8
7	GNC	82.4
8	Vena	80.8

During the second phase, the top five firms were invited to demonstrate their respective software to the committee. The demonstration and software by each firm were ranked accordingly, as follows:

Rank	Firm	Proposal	Software & Demonstration	Final Score
1	Questica	92.4	93.4	92.9
2	AST	88.0	78.4	83.2
3	Infor	86.0	76.6	81.3
4	LSI	83.0	66.6	74.8
5	Key Performance Ideas	84.6	53.0	68.8

The software proposal submitted by Questica was found to be most responsive to the City's needs, provides the best value, and is appropriate for the services requested. Questica's strong qualifications, experience, technical capabilities, and effective & practical implementation plan will provide a flexible, intuitive and cost-effective budget management software. Questica has extensive experience in implementing and supporting budget software solutions for various governmental entities in California and across the country.

Additionally, City staff sought to acquire a budget solution that not only was in alignment with the ITSP, but one that would also increase operational efficiency. As such, Questica recommended engaging CaseWare and their technical consultants F.H. Black & Company to implement a budget publishing tool. This tool will save significant time as staff devote considerable time in compiling the City's annual operating budget book in order to present a professional, transparent, easy to read and well-developed document to the City Council and the Santa Ana community and to annually meet the standards required by the Government Finance Officers Association (GFOA). Both CaseWare and F.H. Black are pending further review and will be submitted to the City Manager for further review per the Santa Ana Municipal Code Section 2-801.

Given that the implementation will be a comprehensive task, it is anticipated that the software will be available and utilized for the development of the FY 2019-20 Citywide Budget.
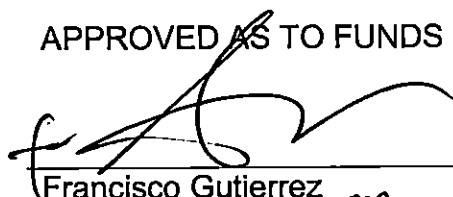
STRATEGIC PLAN ALIGNMENT

Approval of this item allows the City to meet Goal #7 Team Santa Ana, Objective #5 (Create a culture of innovation and efficiency within the organization), Strategy 5a (promote the use of new technology to improve the delivery of services and information to staff and the community) & Strategy 5e (identify best practices and opportunities for process improvement and automation across City departments).

FISCAL IMPACT

Funds in the amount of $240,264 for January through June 2018 are budgeted and available in the AMES account (05010024-66400). Funds for FY 2018-19 through FY 2019-20 will be budgeted and available in the Management and Support Services account (01110100-62300) and, if extensions are exercised, funds for FY 2020-21 through FY 2021-22 will be budgeted and available in the Management and Support Services account (01110100-62300) as follows:

Acct#	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22
05010024-66400	$240,264	$0	$0	$0	$0
01110100-62300	$0	$30,520	$30,520	$30,520	$30,520

APPROVED AS TO FUNDS AND ACCOUNTS:

Francisco Gutierrez
Executive Director
Finance and Management Services Agency

Jack Ciulla
Chief Technology Innovations Officer
Information Technology Department

EXHIBITS: 1. Questica, Inc. Agreement

WB: AC

EXHIBIT 1

AGREEMENT WITH QUESTICA TO PROVIDE
CITYWIDE BUDGET MANAGEMENT SOFTWARE

THIS AGREEMENT is made and entered into this 16th day of January, 2018 by and between Questica, Inc, ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

A.   On May 4, 2017, the City issues a Request for Proposal ("RFP) #17-053, by which it sought consultants with extensive experience in providing budget management software for large organizations to deliver a public sector budgeting solution that supports the various needs of the budget office and City departments in the development and publication of the City's annual budget and related documents.

B.   Consultant submitted a responsive proposal that was among those selected by the City. Consultant represents that it is able and willing to provide such services to the City.

C.   In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1.   SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in the Scope of Work attached as **Exhibit A**, attached hereto and incorporated by reference. Consultant's proposal is incorporated by reference as though fully set forth herein.

2.   COMPENSATION

a.   City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit B**. The total amount to be expended during the term of this Agreement shall not exceed $362,344 including any extension periods exercised per Section 3 below.

b.   Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above three (3) year term with the option for the City to grant up to a two (2) one year extensions, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 17, below. Either party may provide written notice of its intention not to renew thirty (30) days prior to the end of the then current term.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance, naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of $1,000,000 per occurrence, with $2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.

b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than $1,000,000 per accident.

d. If Consultant maintains Professional liability (errors and omissions) or Cyber Liability insurance, with a combined single limit of not less than $1,000,000 per claim with $2,000,000 in the aggregate, proof of such coverage shall be provided to the City.

e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
    i.   Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
    ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
    iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
    iv. Consultant shall supply City with a fully executed additional insured endorsement.

f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has

been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8.   INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9.   LIMITATION OF LIABILITY

The City hereby agrees that Consultant's maximum liability for any claim 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 total cost for the services paid by the City for the term of this Agreement.

10.   INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

11. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

12. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

13. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

14. DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

15. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and

Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

16.   ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

17.   TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

a.   As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.

b.   Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

18.   WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

19.   JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that

Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20.   PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21.   MISCELLANEOUS PROVISIONS

a.   Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b.   All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

22.   NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director,
Finance and Management Services Agency
City of Santa Ana
20 Civic Center Plaza (M-17)
P.O. Box 1988
Santa Ana, California 92702

Sonia R. Carvalho
City Attorney
City of Santa Ana
20 Civic Center Plaza (M-29)
P.O. Box 1988
Santa Ana, California 92702
Fax: 714- 647-6515

To Consultant:

> Questica, LTD
> Attn: André Aberdeen Senior
> Account Executive
> 980 Fraser Dr., Ste. 105
> Burlington, ON,
> Canada L7L 5P5

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST: **CITY OF SANTA ANA**

Maria D. Huizar   Raul Godinez II
Clerk of the Council   City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO   **QUESTICA:**
City Attorney

By: _____
Lisa Storck   ---
Assistant City Attorney   By:
                                               Title:

RECOMMENDED FOR APPROVAL:

FRANCISCO GUTIERREZ
Executive Director
Finance and Management Services Agency

EXHIBIT A

SCOPE OF SERVICES

Scope of Work
Questica Budget Implementation
for
City of Santa Ana

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 26 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.

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 "2.8. Customizations" of this Scope of Work document. Sections prior to "2.8. 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 6 months from the signing hereof.	In scope

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Production Hosting	The Customer will provide a server operating environment as follows: • Microsoft® Windows Server®: supported versions - 2012, 2012R2 (Standard or Enterprise editions, 32 & 64 bit); • Microsoft Internet Information Server (IIS): component of installed Windows server; • Microsoft SQL Server® and SSRS (SQL Server Reporting Services): supported versions - 2012, 2014, or 2016; • Microsoft .NET Runtime 4.6 installed. The Customer will provide user workstation environments as follows: • 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 Runtime 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). The Customer will provide a technical contact with full security access to the operating environment as well as the authority and proficiency to assist Questica in the configuration of Questica Budget and/or to provide Questica personnel with full VPN access and permissions for the operating environment.	Customer task
Questica Access To Production Server	Questica implementation & technical staff have full access to the production system for the purpose of system implementation.	In scope
Project Management	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 "2.9.1. Questica Project Management Responsibilities" of this Scope of Work.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.	In scope
On-Site PM Visits	All work with the Questica project lead(s) will be carried out off-site and contact will be via normal telecommunication channels.	Not 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 y Authentication for user logon.	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: • 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

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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
Optional Features ...	*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.*	
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: • 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: • 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: • 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 ...		

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Budget Export	Automated facility to transfer the Operating module budget data from Questica Budget to The Customer's Lawson general ledger at the approved budget object/costing center 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:• 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 Lawson 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 Lawson 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	Automated facility to transfer actual data from The Customer's Lawson general ledger to the Questica Budget Operating 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:
• 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 |

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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 ...	*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: • Create positions; • Create salary grades; • Create salary grade steps; • Create modifiers (benefits); • Create employees; • Allocate employees to positions; • Allocate positions to costing centers. 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. 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.*	
Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope
Create Benefits (Modifiers)	Create "modifiers" to generate supplementary personnel costs such as benefits, allowances, and insurance. If not in scope then The Customer can enter modifiers manually. 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.	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

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HR Data Sync.	Automated facility to synchronize Salaries data between Questica Budget and The Customer's Lawson 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 Lawson system, either in CSV formatted files or by ensuring that the standard Lawson 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: • New, deleted and updated employees; • New, deleted and updated positions; • Changes in employee-position relationships; • Changes in position-costing center relationships. The integration of profiles (bargaining units), grades, steps, pay scales and benefits shall not be included unless expressly referred to in the "Customizations" section of this Scope of Work. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, the integration of custom chart field items is not included unless expressly set out in the "Customizations" section of this Scope of Work.	In scope

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 ...	*Initial Capital data imported into Questica Budget from Excel® files ("workbooks")*	
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 Lawson 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: • 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 Capital module budget data, from Questica Budget to The Customer's Lawson 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 Lawson target system cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	Not in scope

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Actuals Import	Automated facility to transfer actual data from The Customer's Lawson 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: • 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. Performance Measures Module

The Questica Budget Performance Measures module is included in this installation.
Note that read-only licenses are not available for Questica's Performance Measures module, as such the purchase of an 'Unlimited Read Only' license 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 ...	*Initial Performance Measures imported into Questica Budget from Excel® files ("workbooks")*	
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 ...	*If automated import of Measure Actuals is required then a custom interface can be specified in the "Customizations" section of this Scope of Work.*	

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2.6. 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

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2.7. Training

Functional Area	Description	Scope of Work
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.		
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. Up to 2 training sessions will be held on this topic.	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 Operating module.	Not in scope
Train-the-User: Staff Planning	"Train the user" training in the use of Questica Budget's Operating module.	Customer task
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

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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. Up to 2 training sessions will be held on this topic.	In scope
Train-the-User: Capital	"Train the user" training in the use of Questica Budget's Capital module.	Customer task
Train-the-Trainer: Performance Measures	"Train the trainer" training in the use of Questica Budget's Performance module is via pre-recorded training video. Up to 2 training sessions 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

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2.8. Customizations

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

The following customizations are included within this Scope of Work:
- 1.3 Ability to track revenues, expenditures and positions by Budget version

*** Notes: Notes in here are included in the SoW
- CBR/Action: 6.4 Ability to model five years of forecast data of revenues and expenditures using methods such as trend analyses, Consumer Price Index (CPI), contracted costs and varying annual percent increases

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.

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

This project includes 20 hours identified exclusively for the development of the following reports and/or ad hoc entities. Work on these shall not exceed 20 hours except on receipt and acceptance of a change order, which may require additional funding:
- Report: Sample for RFP-Resource Sheet Program Sheet

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.

2.8.3. 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.

2.8.4. 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.

2.8.5. 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.

2.9. Project Management

2.9.1. 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.

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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.

2.9.2. 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.

2.9.3. Project Planning

1. The project plan will be prepared by the Questica project manager in consultation with The Customer's project manager and team members.
2. The project planning phase will determine whether Questica Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.
3. The implementation of each Questica Budget module will involve the following stages:
    a. An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations.
    b. A determination of how best to configure and, if necessary, customize the module to meet the objectives of The Customer.
    c. An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations.
    d. Documentation of the agreed configuration and customizations.
    e. The preparation of data import templates consistent with the agreed configuration and customizations.
    f. The completion by The Customer of the data import templates.
    g. The import by Questica of the data import templates.
    h. Customer approval of the imported Questica Budget structures and data.
    i. The creation by The Customer of a technical environment in which Questica Budget can operate.
    j. The deployment of the Questica Budget application and database on The Customer servers.
    k. The creation of custom ad hoc models to support the reporting of custom fields.
    l. Training in the use of ad hoc modeling for Report Builder 3.0.
    m. Determination of custom reporting requirements that cannot be met by the standard reports and the use of Report Builder 3.0.
    n. The preparation of change orders and specification for any custom reports not detailed in this Scope of Work.
    o. The development by Questica of any required custom reports detailed in this Scope of Work.
    p. The testing and acceptances of custom reports and report views.
    q. The deployment of custom reports and report views.
    r. The development of an integration strategy for updating the Questica Budget database with actual result data from the financial system and the passing of budget data into the financial system.

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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.

2.10. Customer Resources

1. The requirement for Customer resources is variable with:

    a. The duration of the project.

    b. The degree of internal Customer consultation.

    c. The level of internal Customer agreement.

    d. The number of customizations.

    e. The familiarity of Customer staff with the SQL Server environment.

End of Document.

EXHIBIT B

COMPENSATION
Fee Proposal including hourly rates if applicable

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Questica Budget Price Quote

Quotation ID#: December 11, 2017

Option 1- Traditional Purchase Model

Under this model, The City would purchase and own the software, and it would be installed on the City's server(s).

Standard Pricing Model

Description	Qty		Total
Questica Budget Framework *Includes 1 Seat (Operating, Salaries, Capital, & Performance Measures)*	1		
Additional Operating License Seats	49		
Additional Salaries License Seats	9		
Additional Capital License Seats	49		
Additional Performance Measures License Seats	49		
Unlimited Read Only	Included		
Allocations Add-in	Included		
Statistical Ledger Add-in	Included		
Staff Planning Add-in	Not Included		
Total Software:			**$132,694**
Total Annual Maintenance and Support:			**$30,520**
Professional Services (Per Statement of Work)			
Design, Analysis & Configuration	Included		
Project Management	Included		
Training	Included		
Integrations	Included		
Customizations	Included- See SOW		
Custom Report	Included- See SOW		
IT Services	Included		
Total Professional Services:			**$137,570**
Travel expenses (3 onsite visits @ 3 days/visit)	Included		
Total Travel Expenses:			**$ -**
Discount, Including year 1 maintenance			**-$30,520**
Additional Discount			**-$30,000**
Grand Total- Year 1			**$240,264**

For Year 2 to Year 3, the only on-going cost would be for Annual Maintenance & Support, unless additional licenses and/or services are required.

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CaseWare Pricing

Based on:

- 5 total Users
- Two 16-hour training course customized for The City

Option 1:

1. **$30,000 in Year 1, and $8,000 annually thereafter-**
   The City staff essential does all the work, with guidance from CaseWare

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Pricing Notes

Quotation ID#: December 11, 2017

Pricing valid though: January 31, 2018

- Above pricing in US dollars
- Applicable Taxes Extra
- **Terms of Payment- Traditional Purchase Model:**
  - Software:
    - 100% upon Contract Effective Date (Net 30)
  - Annual Maintenance & Support:
    - Year 2 due 365 days from Contract Effective Date
  - Professional Services:
    - 50% earlier of 60 days from contract effective date or 1st login to Hosting Server*
    - 50% earlier of 120 days from contract effective date or delivery of historical data import
- Data imports based on standard Excel Import Template (Provided by Questica)
  - Operating and Salaries modules
- GL Accounting System Interface to: Lawson System
  - Actual costs integration from Lawson- Operating and Capital modules
  - Budget export to Lawson System- Operating and Capital modules
- HR System Integration Connector to HR module: Lawson
- Custom reports "may" be required but are not included in this quotation.
  - Note: Standard reports and Self-Serve reporting is not considered custom – self-serve reporting is included, standard reports are included
- Microsoft SQL Licenses not included (unless Questica is hosting)
- Proposal based on remote implementation
- Travel costs- if travel is needed, it will be charged back at cost (airfare, hotels, car rental, etc.) plus a $75 per diem for food and incidentals
  - Travel time if applicable will be billed at a rate of $210/hr to a max of $500 each way

*Questica hosts the application and database during the implementation process. The 1st login represents the date on which the first login to the hosting database by a customer user occurs.

See Scope of Work for more Information.