

**REPORT TO MAYOR AND COUNCIL**

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: September 9, 2014

SUBJECT: AWARD CONTRACT TO QUESTICA INC. IN AN AMOUNT NOT TO EXCEED \$218,000 TO LICENSE AND IMPLEMENT A CITYWIDE BUDGET MANAGEMENT SOFTWARE SYSTEM FOR INFORMATION TECHNOLOGY CAPITAL PROJECT NO. 2306 APPROVED IN THE FY 2014-15 BUDGET AND AUTHORIZE THE CITY MANAGER TO EXECUTE THIS AGREEMENT, AND ALLOCATE \$38,000 (INFORMATION TECHNOLOGY REPLACEMENT FUND) TO AUGMENT THE FY 2014-15 BUDGET FOR PROJECT NO. 2306

Report in Brief

The City of Concord released a Request-for-Proposals (RFP) to improve and upgrade citywide budgeting software in January 2014. Upon review of the RFP submissions and onsite demonstrations, the Finance Department and a cross-departmental group of staff recommended Questica Budget as the best fit for City. The new software will enhance the development and monitoring of operating and capital budgets for all departments and programs. In addition, the software will enrich the City's electronic tools for budgetary analysis and projections as well as improve position control management; assist with the calculation of internal service cost allocation charges; and provide reports to communicate financial information for staff, City Council and the public.

Upon City Council approval, implementation of the budget management software will begin in September 2014, with the goal of completion by January 2015 for use in the development of next year's operating and capital budgets (FY 2015-16).

In the adopted FY 2014-15 Capital Improvement Budget, the City Council allocated \$180,000 from the Technology Replacement Fund for Project 2306 based on staff's initial estimate. The proposed contract with Questica Inc. is \$179,960. The additional allocation of \$38,000 from the Information Technology Replacement Fund that is requested will provide a 10% contingency (\$18,000) for the work that will be performed by Questica Inc. and \$20,000 for additional work related to the implementation of the budgeting software including, but no limited to, the development of custom reports, additional staff training, and a re-design of the City's printed and web-based Operating and Capital Budget.

AWARD CONTRACT TO QUESTICA INC. IN AN AMOUNT NOT TO EXCEED \$218,000 TO LICENSE AND IMPLEMENT A CITYWIDE BUDGET MANAGEMENT SOFTWARE SYSTEM FOR INFORMATION TECHNOLOGY CAPITAL PROJECT NO. 2306 APPROVED IN THE FY 2014-15 BUDGET AND AUTHORIZE THE CITY MANAGER TO EXECUTE THIS AGREEMENT AND ALLOCATE \$38,000 (INFORMATION TECHNOLOGY REPLACEMENT FUND) TO AUGMENT THE FY 2014-15 BUDGET FOR PROJECT NO. 2306

September 9, 2014

Page 2

Background

The City of Concord's current budgeting tools include Microsoft products (such as Excel, SharePoint, and Access) as well as the "Performance-Based Budgeting System, (PBB)" which was installed in 2002 and has reached the end of its useful life. Since the system was developed in-house, there are no upgrades that can be purchased from outside vendors and improving the software will require significant programming, which is not economically feasible or advisable. On January 6, 2014, the City of Concord released a RFP for municipal budgeting software, with the goal of obtaining proposals from vendors that specialize in off-the-shelf municipal budgeting programs. A total of nine responses to the City's RFP were received. Four vendors were invited to Concord to present an on-site demonstration of their software solutions to a cross-departmental group that was comprised of ten staff members in the Finance and Information Technology departments as well as staff that prepare program and capital budgets in other City departments. Questica Budget, which is developed and owned by Questica Inc. was selected as the recommended budgeting software solution.

Discussion

Historically, the City has developed and published its annual budget by using a variety of software programs and relied heavily on Microsoft Excel and the Performance-Based Budgeting System, which was developed by the Information Technology Department over a decade ago and has reached the end of its useful life. While the current process has resulted in reliable and accurate budgets, the City's reliance on Microsoft Excel and Access requires time consuming and manual processes. A modern and comprehensive budgeting system will improve efficiency and streamline the budgeting process to reduce the amount of staff-hours required. It will also enhance the tools that are available to staff to monitor revenue and expenses throughout the fiscal year. Other features of the system include the ability to:

- Run various budgeting scenarios (by program, division, department, or citywide)
- Perform multi-year budgeting and develop 10-year forecasts
- Run payroll cost projections
- Allocate internal service charges
- Produce ad-hoc and standard financial reports
- Provide real-time financial data in a user-friendly format for the City's program managers and financial staff

Questica Budget was selected by staff as the best fit to augment current budgeting tools and replace the Performance-Based Budgeting System. Questica Inc. has more than 15 years of experience specializing in budgeting software for the public sector. The vendor services more than 80 municipal customers, including seven California cities (Walnut Creek, San Carlos, Pleasanton, Stockton, Seaside, Riverside, and Oceanside).

AWARD CONTRACT TO QUESTICA INC. IN AN AMOUNT NOT TO EXCEED \$218,000 TO LICENSE AND IMPLEMENT A CITYWIDE BUDGET MANAGEMENT SOFTWARE SYSTEM FOR INFORMATION TECHNOLOGY CAPITAL PROJECT NO. 2306 APPROVED IN THE FY 2014-15 BUDGET AND AUTHORIZE THE CITY MANAGER TO EXECUTE THIS AGREEMENT AND ALLOCATE \$38,000 (INFORMATION TECHNOLOGY REPLACEMENT FUND) TO AUGMENT THE FY 2014-15 BUDGET FOR PROJECT NO. 2306

September 9, 2014

Page 3

Fiscal Impact

The requested appropriation of \$38,000 from the Information Technology Replacement Fund to Project No. 2306 (Citywide Budget Management Software) will provide a total project budget of \$218,000 to improve and upgrade the City's budgeting software, as well as the related development processes and reports for the operating and capital budgets.

In the adopted FY 2014-15 Capital Improvement Budget, the City Council allocated \$180,000 from the Information Technology Replacement Fund for Project No. 2306 based on staff's initial estimate. The proposed contract with Questica Inc. is \$179,960. The additional allocation of \$38,000 from the Information Technology Replacement Fund that is requested will provide a 10% contingency (\$18,000) for the work that will be performed by Questica Inc. and \$20,000 for additional work related to the implementation of the budgeting software including, but not limited to, the development of custom reports, additional staff training, and a re-design of the City's printed and web-based Operating and Capital Budget.

Annual software maintenance for the Questica Budget software is approximately \$25,000 and will be incorporated into future operating budgets. Questica has agreed to waive the cost for the first year's maintenance, which represents a \$23,405 savings to the City.

Public Contact

The City Council Agenda was posted.

Alternative Courses of Action

Without Council approval, the staff will re-examine the recommended budget software and attempt to locate a lower cost option. In the interim, the City will continue to use its current budgeting tools and the Performance-Based Budgeting System, which is prone to failure and cannot be fully supported by the Information Technology Department.

AWARD CONTRACT TO QUESTICA INC. IN AN AMOUNT NOT TO EXCEED \$218,000 TO LICENSE AND IMPLEMENT A CITYWIDE BUDGET MANAGEMENT SOFTWARE SYSTEM FOR INFORMATION TECHNOLOGY CAPITAL PROJECT NO. 2306 APPROVED IN THE FY 2014-15 BUDGET AND AUTHORIZE THE CITY MANAGER TO EXECUTE THIS AGREEMENT AND ALLOCATE \$38,000 (INFORMATION TECHNOLOGY REPLACEMENT FUND) TO AUGMENT THE FY 2014-15 BUDGET FOR PROJECT NO. 2306

September 9, 2014

Page 4

Recommendation for Action

Staff recommends that the City Council authorize the City Manager to enter into a contract with Questica Inc. in an amount not to exceed \$218,000 to license and implement a budget management software system. Staff also recommends that the City Council allocate \$38,000 from the Information Technology Replacement Fund to Project No. 2306 (Citywide Budget Management Software) in order to fully fund the anticipated project costs.

Prepared by: Jovan Grogan
Budget Officer
Jovan.Grogan@cityofconcord.org



Scott P. Johnson
Assistant City Manager
Scott.johnson@cityofconcord.org

Reviewed by: Jeff Lewis
Director of Information Technology
Jeff.Lewis@cityofconcord.org

Attachment 1: Resolution No. 14-73 - Allocating \$38,000 to Information Technology Project 2306

Attachment 2: Budget Software Purchase Agreement between the City of Concord and Questica Inc.

**BEFORE THE CITY COUNCIL OF THE CITY OF CONCORD
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA**

**A Resolution Amending the Capital Budget for Fiscal
Year 2014-2015 to Allocate \$38,000 from the
Information Technology Replacement Fund to
Information Technology Capital Project 2306 for
Citywide Budget Management Software**

Resolution No. 14-73

WHEREAS, the City Manager has recommended an amendment Project 2306 in the Capital Budget for Fiscal Year 2014-2015; and

WHEREAS, the amendment reflects adjustments deemed necessary to license and implement citywide budget management software; and

WHEREAS, the City Council has directed staff as to any amendments to the capital budget thereto.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONCORD DOES
RESOLVE AS FOLLOWS:**

Section 1. Approves the recommendations of the City Manager with regard to the amendment to the Capital Budget for Fiscal Year 2014-2015 in Project 2306 (Citywide Budget Management Software) in the amount of \$38,000 and allocating the funds for the City’s Information Technology Replacement Fund.

Section 2. This resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Concord on September 9, 2014, by the following vote:

AYES: Councilmembers

NOES: Councilmembers

ABSTAIN: Councilmembers

ABSENT: Councilmembers

//

//



Questica BUDGET

Questica Budget Agreement

Prepared for

**Jovan Grogan
City of Concord**

by

**André Aberdeen
Questica Inc.**

31-July-2014





July 31, 2014

City of Concord
1950 Parkside Drive,
Concord, CA 94519

Attn: Jovan Grogan

RE: Questica Budget Budgeting Solution

Questica is pleased to present a price estimate for the City of Concord's budgeting requirements. Questica Budget represents a proven budgeting solution specifically designed for the unique needs of municipal governments.

Questica is a Microsoft Gold Certified Partner, and with over 100 public sector customers, we have the experience and depth to implement and support a municipality the size of 124,000. More than just offering a software solution, Questica provides the understanding and experience garnered from over 14 years of implementing municipal government budgeting solutions.

We understand it's more than just software.

We hope you find this document informative. We appreciate the opportunity, and encourage you to contact us with any questions or comments you may have.

Sincerely,

André Aberdeen
Account Manager
Questica Inc.



Questica Budget Price Estimate

Quotation ID#: 31-July-14r1

Standard Pricing Model

| Description | Qty | Total |
|---|-----|----------------------|
| Questica Budget Framework <i>Includes 1 Seat (Operating, Salaries & Capital)</i> | 1 | |
| Operating License Seats | 60 | |
| Salaries License Seats | 10 | |
| Capital License Seats | 20 | |
| Performance Measures License Seats | 0 | |
| Unlimited Read-Only | 1 | |
| Allocations Module | 1 | |
| Statistical Ledger | 0 | |
| Total Software: | | \$101,759.38 |
| Total Annual Maintenance and Support: | | \$23,404.66 |
| Professional Services (Per Statement of Work) | | |
| Planning & Analysis | | Included |
| Installation | | Included |
| Data Load & Verify | | Included - see notes |
| Accounting Integration | | Included |
| Customizations | | Not included |
| Customized Reports | | Not included |
| Training | | Included |
| Project Management | | Included |
| Total Professional Services: | | \$83,200.00 |
| Travel expenses, if applicable | | Not applicable |
| Total Travel Expenses: | | \$ - |
| Discount, including year 1 maintenance | | -\$28,404.66 |
| Grand Total | | \$179,959.38 |

Optional Items:

Hosting services- Should the City wish to have Questica host the software, a fee of \$9,800/Year would be charged.

On Premise Managed- Should the City of Concord wish to have the software installed on premise but have it managed by Questica, a fee of \$5,400/Year would be charged.



Pricing Notes

Quotation ID#: 31-July-14r1

Pricing valid through: **September 30, 2014**

- Above pricing in US dollars
- Terms of Payment:
 - Software License- 100% due upon Contract Signing (Net 30)
 - Maintenance- 100% due at the start of Year 2 (Net 30)
 - Services:
 - 50% due earlier of 60 days from contract signing or install at customer site
 - 50% due earlier of 120 days from contract signing or delivery of data import
- Applicable Tax Extra
- Additional licenses can be purchased for:
 - \$1,000 per license of one module, plus the offsetting 23% Maintenance and Support
 - \$1,300 per license of two module, plus the offsetting 23% Maintenance and Support
 - \$1,600 per license of three module, plus the offsetting 23% Maintenance and Support
- License pricing is guaranteed for two years from contract signing

Services included:

- Questica Budget software Installation on your server(s), unless “hosted” option is selected
- “Train-the-Trainer” training
- Data import of the City’s Operating, Capital and Salary data
 - Based on standard Excel templates (provided by Questica)
- Integration with the City’s Lawson system- Operating, Capital and Salaries modules. To be done after data entry has been completed by The City. Assistance and queries may need to be supplied by your staff. Does not include integrating actuals for positions.
- Project Management
- Remote Implementation and Training

Special Note:

- Customizations are not included in this quotation
- Custom reports “may” be required but are not included in this quotation
 - Note: Ad Hoc reporting is not considered custom – Ad hoc reporting is included
- Custom benefit calculations are not included in this quotation
- Microsoft SQL Licenses not included (unless Questica is hosting)
- Travel costs, if applicable 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 \$185/hr. to a max of \$500 each way.

See Scope of Work for information.





Quotation General Terms and Conditions

Quotation ID: 31-July-14r1

General Terms and Information:

Terms of Service: The services and any related software are provided under the License and Service Agreement which is hereby deemed to be fully incorporated into this quotation, whether or not attached hereto. By executing this quotation below, Customer acknowledges a) having been provided a copy of the License and Service Agreement as Exhibit A to this quotation, and b) having read the License and Service Agreement and Agrees to all its terms. 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.

Taxes: The pricing on this quotation is exclusive of all sales, use or other taxes, customs duties and similar levies, if any, payable in or to any jurisdiction or authority whatsoever. Such taxes (other than the taxes on the net income of Questica) shall be the responsibility of the Customer.

Payment: Payment is required in the currency quoted. Unless detailed otherwise in this quotation, Terms are Net-30 days from the later of a) the date of receipt of invoice, or b) the invoice date.

Maintenance and Support: This quotation may include Annual Product Maintenance and Support. Its cost is calculated as 23% of the current cost of licensed software, prior to discounts. This service (as detailed in the attached License and Service Agreement) is purchased on an annual basis from the date the software is purchased. If payment of the annual fee is not received by Questica before the first business day of the next additional year, Questica's obligation to provide the maintenance and support services shall be terminated. Questica may, in its sole discretion, increase the Annual Product Maintenance Fee upon 30 days prior written notice. Questica shall not increase its maintenance and support rate in the first five (5) years of this Agreement. Thereafter, Questica may elect not to increase its maintenance and support rate in any year, however no such waiver shall preclude Questica from applying the escalation to any subsequent year or part of a year.. In no event, however, shall any escalation in any given year or part of a year exceed 3% of the prior year annual maintenance fee. .

Acceptance of Custom Work: This quotation may include the development of Product Customization, Custom Reporting or Data import services as detailed in an attached Scope of Work. Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Licensee shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Licensee's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Licensee 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 Licensee has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

Consulting, Training or Implementation Time Invoicing: Only activities approved in an approved Scope of Work shall be invoiced. A mutually determined change control mechanism will be used to accommodate modifications to the Scope of Work.

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 by Customer, Questica's standard travel and per diem rates shall apply. Reasonable Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall reimbursed at cost. Air travel shall be reimbursed at coach class rates. Rental cars shall not exceed mid-size and should utilize the government rate or applicable corporate discount rate. Reimbursement for lodging shall not exceed \$200 per night, plus tax. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.



31-July-14r1 3 of 22

Acceptance

Quote ID#: 31-July-14r1

Authorized Signature: _____

Authorized Name: _____

Organization Name: _____

Date: _____

Upon accepting this offer, please fax back (or scan and email to your Questica representative) all pages of the signed quotation and include an authorized purchase order.
Fax number: 1-866-520-8514.

QUESTICA, INC.

Authorized Signature: _____

Authorized Name: _____

Organization Name: Questica, Inc.

Date: _____





QUESTICA BUDGET LICENSE AND SERVICE AGREEMENT

This SOFTWARE LICENSE AGREEMENT (the "Agreement") is made this **July 31, 2014** (the "Effective Date") by and between QUESTICA INC., a corporation incorporated under the laws of Ontario, Canada ("Questica") and **City of Concord, CA**, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "Licensee").

BACKGROUND

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



15. HEADINGS; SEVERABILITY. The headings and other captions in this Agreement are for convenience and reference only and are not to be construed in any way as additions or limitations of the covenants and agreements contained in this Agreement. In the event that any provision hereof is found invalid or enforceable pursuant to judicial decree or decision, any such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.

APPENDIX A – Maintenance and Technical Support Services

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

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

Installation of Updates is the responsibility of the Licensee. If requested, Questica will provide assistance in the installation of Updates at its then current rates, including the testing of any site specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

(B) **Technical Support Services.** Comprehensive Phone and e-mail based Technical Support of a reasonable nature. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Support Services include the support of Questica supplied integrations that have not been modified by the Licensee. Each support incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the software. Technical Support does not include:

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

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Licensee is responsible for all hardware, operating systems, network setup, network maintenance and setup, SSRS maintenance, SQL-Server database maintenance, IIS maintenance and setup, backup strategy, disaster recovery strategy and the use of any file access control systems required in the support of the Software. Licensee may be required to grant Questica certain limited access rights to Licensee’s computer systems in order to render support.



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

Technical Support is available through Questica’s normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time. Extended coverage is available for an additional fee. Questica will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

END OF LICENSE AND SERVICE AGREEMENT DOCUMENT

Scope of Work

Questica Budget Implementation for City of Concord

1. Revision History

| Edition | Date | Authors | Notes/Changes |
|---------|-----------|--|---------------|
| 25 | 25-Jul-14 | James McCall, Mike Newsome, Gerry McDonald | |

** The edition signed-off by Questica & The Customer is included in the contract. The notes in the above table must indicate which edition that is and name the signatories for both parties.*

2. Scope of Work

In the Scope of Work tables, entries in the column headed “Scope of Work” are defined as follows:

| Entry | Meaning |
|---------------|--|
| In scope | The task or function is within the scope of work to be undertaken by Questica professional services. |
| Customer task | The task or function is not within the scope of work to be undertaken by Questica professional services, but will be undertaken by The Customer. |
| Not in scope | The task or function is not within the scope of work to be undertaken by Questica professional services, nor will it be undertaken by The Customer. |
| n/a | Some functions such as reporting using the standard Questica Budget report library are available to, and utilized by, The Customer but their use is ancillary to the implementation of Questica Budget and not a required component of implementation. |

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility and that neither party is in total command of all the resources necessary to achieve objectives within mutually agreed timeframes. However, both Questica and The Customer agree that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so.



“Integration” as used in this Scope of Work shall include the data population of pre-existing costing centers for the operating module and projects for the capital module. Data elements identified by a full GL account in the general ledger will be imported as a Questica Budget GL object if that element can be unambiguously matched to a pre-existing GL object or to a pre-existing costing center / project + fund combination. An exception report is provided for data elements which cannot be thus matched. Similarly, integrations will not create accounts in the general ledger where no such accounts exist. General ledger integrations do not include the integration of post approval budget amendments and transfers other than in the form of unannotated changed budget amounts. In the case of project budgets and actual data, this Scope of Work covers only those situations where the project identifier forms part of the GL account string or is available in the import file, query or web service. The customer agrees to provide Questica with assistance in understanding the nature and location of the data to be integrated and, where required, create or cause to be created all necessary sources of data including database queries, delimited files, and/or web services.

Focused training is available for certain aspects of the system (client authored reports, security configuration, allocations, change requests, etc). These subjects are all adequately covered in the standard training. Focused training is only required where pre-sales consultation determines a particular need.

2.1. Questica Budget Configuration & Shared Components

| Functional Area | Description | Scope of Work |
|------------------------|---|---------------|
| Implementation Hosting | Questica will configure production and test versions of Questica Budget during the implementation period. These will be hosted by Questica for a period not to exceed 6 months from the signing hereof. | In scope |
| Production Hosting | The Customer will provide a server operating environment as follows: <ul style="list-style-type: none"> • Microsoft® Windows Server®: supported versions - 2008, 2008R2, 2012, 2012R2 (Standard or Enterprise editions, 32 & 64 bit) • Microsoft Internet Information Server (IIS): component of installed Windows server. • Microsoft SQL Server® and SSRS (SQL Server Reporting Services): supported versions - 2008R2, 2012 or 2014 • Microsoft .NET Framework 4.0 installed The Customer will provide user workstation environments as follows: <ul style="list-style-type: none"> • A web browser: supported browsers - Internet Explorer 9 or newer, Safari latest release (on Mac only), Firefox latest release, Chrome latest release. • Microsoft Excel 2007 or newer (if spreadsheet export/import feature is required) • Microsoft .NET Framework 4.0 installed The Customer will provide a technical contact with full security access to the operating environment as well as the authority and proficiency to assist Questica in the configuration of Questica Budget and/or to provide Questica personnel with full VPN access and permissions for the operating environment. | Customer task |



| | | |
|--|---|---------------|
| Questica Access To Production Server | Questica implementation & technical staff have full access to the production system for the purpose of system implementation. (Note: if not the Questica staff will play an advisory role in implementation) | Not in scope |
| Budget Book Preparation | Provide Questica Budget expertise for Budget Book production and other pre-press activities. | Not in scope |
| Administrator Authored Reporting | Provision of database models for administrator authored report building using Report Builder 3.0. Note that creating administrator authored reports is a customer task. | In scope |
| Focused Training: Administrator Authored Reporting | Training in the use of report views using Report Builder 3.0. Training will be carried out using web conferencing tools. Each training session in the use of report center reporting is applicable to any and all installed modules. | In scope |
| Application Level Security | Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles. Questica will assist with this task until such time as administrators have received training in the security component of Questica Budget. | Customer task |
| Focused Training: Security | Additional training in the use of Questica Budget's security component over and above that provided in the administration training. For installations with large user base and complex security needs. | Not in scope |
| Focused Training: Administration | Training in Questica Budget administration. | Not in scope |
| Focused Training: Allocations | Additional training in Questica Budget's Allocations feature, over and above that provided in the Operating training. | Not in scope |
| Focused Training: Change Requests | Additional training in Questica Budget's Change Requests feature, over and above that provided in the Operating/Capital training. | Not in scope |
| Focused Training: Dashboards | Training in Questica Budget's Dashboards feature. | Not in scope |
| Single Sign-On | Configure Questica Budget to use The Customer's existing Active Directory® for user logon and authentication. | Not in scope |
| Create Division/Department Structure | Division/Department hierarchy created by importing Excel workbooks. Questica will supply The Customer with blank workbooks which must be completed according to the defined format and structure. | In scope |
| Objects/GL Accounts & Categories | Import from data import workbooks. | In scope |
| Fund Categories & Funds | Import from data import workbooks. | In scope |
| Dashboard Widgets | If not in scope then The Customer will leverage Questica provided training to determine how to configure Dashboard Widgets within the system. | Not in scope |



2.2. Operating Module

The Questica Budget Operating module is included in this installation.

| Functional Area | Description | Scope of Work |
|---------------------------------|--|---------------|
| Allocations Add-in | The Questica Budget Allocations add-on, to allocate specific forecasts to multiple costing centers. | In scope |
| Train-the-Trainer: Operating | “Train the trainer” training in the use of Questica Budget's Operating module. Training will be carried out using web conferencing tools. | In scope |
| Train-the-User: Operating | “Train the user” training in the use of Questica Budget's Operating module. | Not in scope |
| Import Data ... | <p>Initial data is imported into Questica Budget from Excel® files (“workbooks”). Questica will supply The Customer with blank workbook templates which must be completed according to the defined format and structure.</p> <p>Questica will import the operating data up to two times, subject to the supplied data being clean and free of inconsistencies. At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> • Create costing centers • Add costing centers to departments consistent with, and shared by, the Capital budget module • Define funds and associate costing centers with funds • Create GL objects and associate them with object categories • Associate dollar amounts with GL objects at the costing center level. | |
| Import Initial Budget | Import up to 5 years of data from data import workbooks. | In scope |
| Import Historic Amended Budgets | Import up to 5 years of data from data import workbooks. | In scope |
| Import Actuals Data | Import up to 5 years of data from data import workbooks. | In scope |

For the purpose of the above, the definitions of costing centers, divisions, departments, GL objects, object categories and funds shall be those found in the Questica Budget Operating manual. The mathematical relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Operating Manual. The import of chart of account segments (“chart fields”) other than those that relate to division, department, fund, cost center and GL object is not within scope unless expressly referenced in the “Customizations” section of this Scope of Work. The object/object category, division/department/costing center and fund category/fund structures must be consistent across all years and across the Operating module and capital module if both are used. The Customer will resolve any inconsistencies in the structures implicit in the actual and budget import data prior to providing them to Questica for import to Questica Budget. If import data is supplied in the Excel import templates provided by Questica and the data is consistent with the data integrity requirements of Questica Budget, Questica will populate the Questica Budget database within 15 business days of receiving the import workbooks. The inclusion of custom chart of account segments (chart field items) or data that violates Questica Budget’s data integrity rules will extend this timeframe, unless otherwise detailed in the “Customization” section below.

| | | |
|------------------------------------|--|--|
| Import Configuration ... | | |
|------------------------------------|--|--|



| | | |
|--------------------------|--|---------------|
| Costing Centers | Import from data import workbooks. | In scope |
| Configuration ... | | |
| Operating Budget Stages | If not in scope then The Customer will leverage Questica provided training to determine how to configure Questica Budget's budget stages to assist in their budget process and establish those stages within the system. | Customer task |
| Scenarios | If not in scope then The Customer will leverage Questica provided training to determine how and when to use the concept of scenarios to assist in their budget process. Scenarios are versions of a costing center budget. A costing center may have multiple scenarios but only one scenario may be active and included in the consolidated budget. | Customer task |
| Integration ... | | |
| Budget Export | Automated facility to transfer Operating module budget data from Questica Budget to The Customer's general ledger at the approved budget object/costing center level on an annual or other basis when invoked by a user. Questica shall be responsible for providing the software interface into Questica Budget and the operational infrastructure required to manage the integration. The Customer shall be responsible for ensuring that the standard Questica Budget to financial system import integration component is available. Budget data integration shall be at the division, department, cost center, fund and GL object level only. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, Questica will create no more than 1 custom export configuration. No custom user interface will be created for the selective export of sections of the budget, nor is the integration of additional chart of account segments ("chart fields") included in this Scope of Work unless expressly referenced in the "Customizations" section of this Scope of Work. | In scope |



| | | |
|---|--|--------------|
| Actuals Import | Automated facility to transfer actual data from The Customer’s general ledger to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled. Questica shall be responsible for providing the software interface from Questica Budget and the operational infrastructure required to manage the integration. The Customer shall be responsible for making available the data to be exported from the financial system, either in CSV formatted files or by ensuring that the standard financial system to Questica Budget integration component is available. Actual data integration shall be at the cost center, fund and GL object level only. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, Questica will create no more than 1 custom actuals import configuration. No custom user interface will be created for the selective export of sections of the budget, nor is the integration of additional chart of account segments (“chart fields”) included in this Scope of Work unless expressly referenced in the “Customizations” section of this Scope of Work. | In scope |
| Reports ... | | |
| Standard Reports | Provision of Questica Budget's standard Operating module reports. | In scope |
| Standard Views for Administrator Authored Reporting | Provision of Questica Budget's standard report views for the Operating module. | In scope |
| Custom Report Views | Adaptation of report views to include custom fields added to the Operating module. | Not in scope |
| Customizations ... | | |
| Customizations include custom business rules, modifiers, user interface (grids, forms, etc), hand-crafted reports and ad-hoc reporting models. They are all detailed in section “2.6. Customizations” of this Scope of Work document. | | |



2.3. Capital Module

The Questica Budget Capital module is included in this installation.

| Functional Area | Description | Scope of Work |
|---------------------------------|---|---------------|
| Train-the-Trainer: Capital | “Train the trainer” training in the use of Questica Budget's Capital module. Training will be carried out using web conferencing tools. | In scope |
| Train-the-User: Capital | “Train the user” training in the use of Questica Budget's Capital module. | Not in scope |
| Import Data ... | <i>Initial data is imported into Questica Budget from Excel® files (“workbooks”). Questica will supply The Customer with blank workbook templates which must be completed according to the defined format and structure. Questica will import the capital data up to two times, subject to the supplied data being clean and free of inconsistencies. At a minimum, the files will contain the data necessary to:</i> <ul style="list-style-type: none"> • Create projects • Create asset types & assets • Associate projects with asset types • Associate projects with divisions consistent with, and shared by, the Operating budget module • Define funds • Create GL objects and associate them with object categories • Populate projects with values. | |
| Import Initial Budget | Import up to 5 years of data from data import workbooks. | In scope |
| Import Historic Amended Budgets | Import up to 5 years of data from data import workbooks. | In scope |
| Import Actuals Data | Import up to 5 years of data from data import workbooks. | In scope |

For the purpose of the above, the definitions of projects, divisions, departments, assets, GL objects, object categories and funds shall be those found in the Questica Budget Capital manual. The mathematical relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Capital Manual.

The object/object category, division/department/project and fund category/fund structures must be consistent across all years and across the Capital module and capital module if both are used. The Customer will resolve any inconsistencies in the structures implicit in the actual and budget import data prior to providing them to Questica for import to Questica Budget.

If import data is supplied in the Excel import templates provided by Questica and the data is consistent with the data integrity requirements of Questica Budget, Questica will populate the Questica Budget database within 15 business days of receiving the import workbooks. The inclusion of custom chart of account segments (chart field items) or data that violates Questica Budget’s data integrity rules will extend this timeframe, unless otherwise detailed in the “’&Lookup-Localisation’!A10&” section below.

| | | |
|---------------------------------|------------------------------------|----------|
| Import Configuration ... | | |
| Capital Projects | Import from data import workbooks. | In scope |
| Configuration ... | | |



| | | |
|------------------------|--|---------------|
| Capital Budget Stages | If not in scope then The Customer will leverage Questica provided training to determine how to configure Questica Budget's budget stages to assist in their budget process and establish those stages within the system. | Customer task |
| Scenarios | If not in scope then The Customer will leverage Questica provided training to determine how and when to use the concept of scenarios to assist in their budget process. Scenarios are versions of a project budget. A project may have multiple scenarios but only one scenario may be active and included in the consolidated budget. | Customer task |
| Integration ... | | |
| Budget Export | Automated facility to transfer Capital module budget data from Questica Budget to The Customer's general ledger at the approved budget object/department level on an annual or other basis when invoked by a user. Questica shall be responsible for providing the software interface into Questica Budget and the operational infrastructure required to manage the integration. The Customer shall be responsible for ensuring that the standard Questica Budget to financial system import integration component is available. Budget data integration shall be at the division, department, cost center, fund and GL object level only. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, Questica will create no more than 1 custom export configuration. No custom user interface will be created for the selective export of sections of the budget, nor is the integration of additional chart of account segments ("chart fields") included in this Scope of Work unless expressly referenced in the "Customizations" section of this Scope of Work. | In scope |
| Actuals Import | Automated facility to transfer actual data from The Customer's general ledger system at the GL object/project level on a regularly scheduled basis and/or other basis when invoked by a user. Questica shall be responsible for providing the software interface from Questica Budget and the operational infrastructure required to manage the integration. The Customer shall be responsible for making available the data to be exported from the financial system, either in CSV formatted files or by ensuring that the standard financial system to Questica Budget integration component is available. Actual data integration shall be at the cost center, fund and GL object level only. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, Questica will create no more than 1 custom actuals import configuration. No custom user interface will be created for the selective export of sections of the budget, nor is the integration of additional chart of account segments ("chart fields") included in this Scope of Work unless expressly referenced in the "Customizations" section of this Scope of Work. | In scope |
| Reports ... | | |



| | | |
|---|--|--------------|
| Standard Reports | Provision of Questica Budget's standard Capital module reports. | In scope |
| Standard Views for Administrator Authored Reporting | Provision of Questica Budget's standard report views for the Capital module. | In scope |
| Custom Report Views | Adaptation of report views to include custom fields added to the Capital module. | Not in scope |
| Customizations ... | | |
| Customizations include custom business rules, modifiers, user interface (grids, forms, etc), hand-crafted reports and ad-hoc reporting models. They are all detailed in section "2.6. Customizations" of this Scope of Work document. | | |

2.4. Salaries Module

The Questica Budget Salaries module is included in this installation.

| Functional Area | Description | Scope of Work |
|-----------------------------|---|---------------|
| Train-the-Trainer: Salaries | "Train the trainer" training in the use of Questica Budget's Salaries module. Training will be carried out using web conferencing tools. | In scope |
| Train-the-User: Salaries | "Train the user" training in the use of Questica Budget's Salaries module. | Not in scope |
| Import Data ... | <p><i>Initial data is imported into Questica Budget from Excel® files ("workbooks"). Questica will supply The Customer with blank workbooks which must be completed according to the defined format and structure. Questica will import the operating data up to two times, subject to the supplied data being clean and free of inconsistencies. At a minimum, the files will contain the data necessary to:</i></p> <ul style="list-style-type: none"> • <i>Create profiles</i> • <i>Create contracts</i> • <i>Create positions</i> • <i>Create salary grades</i> • <i>Create salary grade steps</i> • <i>Create modifiers (benefits)</i> • <i>Create employees</i> • <i>Allocate employees to positions</i> • <i>Allocate positions to costing centers.</i> | |
| Import Profiles | Import from data import workbooks. | In scope |
| Import Positions | Import from data import workbooks. | In scope |
| Import Contracts | Import from data import workbooks. | In scope |
| Import Grades | Import from data import workbooks. | In scope |
| Import Grade Steps | Import from data import workbooks. | In scope |



| | | |
|--|--|---------------|
| Import Benefits (Modifiers) | Import from data import workbooks (if sufficient modifiers exist to make this more efficient than entering manually). If not in scope then The Customer can enter modifiers manually. This is typically more efficient than entering data into a spreadsheet for automated import. | Customer task |
| Import Employee/Position Allocations | Import from data import workbooks. | In scope |
| Import Position/Costing Center Allocations | Import from data import workbooks. | In scope |

For the purpose of the above, the definitions of profiles, contracts, positions, salary grades, salary grade steps, employees and modifiers shall be those found in the Questica Budget Salaries manual. The mathematical relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Salaries Manual.

| | | |
|---|---|----------|
| Integration ... | | |
| HR Data | Automated facility to synchronize salaries data between Questica Budget and The Customer's HR system. Questica shall be responsible for providing the software interface into Questica Budget and the operational infrastructure required to manage the integration. The Customer shall be responsible for making available the data to be exported from the HR system, either in CSV formatted files or by ensuring that the standard HR system to Questica Budget integration component is available for extracting data from and updating data within that system. This will be through the export and import of structured files or by providing database interfaces (stored procedures and queries). This integration synchronizes: <ul style="list-style-type: none"> • New, deleted and updated employees; • New, deleted and updated positions; • Changes in employee-position relationships; • Changes in position-costing center relationships. The integration of profiles (bargaining units), grades, steps, pay scales and benefits shall not be included unless expressly referred to in the "Customizations" section of this Scope of Work. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, the integration of custom chart field items is not included unless expressly set out in the "Customizations" section of this Scope of Work. | In scope |
| Include ... | | |
| Publish To Operating | Publication of calculated salaries to the Operating module's data. | In scope |
| Standard Reports | Provision of Questica Budget's standard Salaries module reports. | In scope |
| Standard Views for Administrator Authored Reporting | Provision of Questica Budget's standard report views for the Salaries module. | In scope |



| | | |
|---|---|--------------|
| Custom Report Views | Adaptation of report views to include custom fields added to the Salaries module. | Not in scope |
| Customizations ... | | |
| Customizations include custom business rules, modifiers, user interface (grids, forms, etc), hand-crafted reports and ad-hoc reporting models. They are all detailed in section “2.6. Customizations” of this Scope of Work document. | | |

2.5. Performance Measures Module

The Questica Budget Performance Measures module is not included in this implementation.

| Functional Area | Description | Scope of Work |
|---|--|---------------|
| Train-the-Trainer: Performance Measures | “Train the trainer” training in the use of Questica Budget's Performance Measures module. | Not in scope |
| Train-the-User: Performance Measures | “Train the user” training in the use of Questica Budget's Performance Measures module. | Not in scope |
| Import Data ... | <i>Initial loading of Performance Measures from another data source (Excel® “workbooks”) is not available for Performance Measures</i> | |
| Configuration ... | | |
| Measure Categories and Units | If not in scope then The Customer will leverage Questica provided training to determine how to configure Performance Measures Categories and Units, establishing those stages within the system. | Not in scope |
| Measures | If not in scope then The Customer will leverage Questica provided training to determine how to configure Performance Measures within the system. | Not in scope |
| Scorecards | If not in scope then The Customer will leverage Questica provided training to determine how to configure Performance Measure Scorecards within the system. | Not in scope |
| Integration ... | <i>Integration of Performance Measures with external systems is not available.</i> | |
| Reports ... | | |
| Standard Reports | Provision of Questica Budget's standard Performance Measures reports. | Not in scope |
| Standard Views for Administrator Authored Reporting | Provision of Questica Budget's standard report views for the Performance Measures module. | Not in scope |
| Custom Report Views | Adaptation of report views to include custom fields added to the Performance Measures module. | Not in scope |
| Customizations ... | | |
| Customizations include custom business rules, modifiers, user interface (grids, forms, etc), hand-crafted reports and ad-hoc reporting models. They are all detailed in section “2.6. Customizations” of this Scope of Work document. | | |



2.6. Customizations

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

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.

2.6.2. Custom Reports, Custom Report Views and Custom Dashboards

This Scope of Work does not include the development of custom reports, views or dashboards.

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order.

2.6.3. Specifications

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

2.6.4. Change Orders

Any changes to the agreed specifications, shall be undertaken as set forth in Item No. 5 “Amendment to Agreement” of the Agreement for Professional Services.

2.6.5. 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.

2.7. Project Management

2.7.1. Questica Project Management Responsibilities

1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.
2. The timely delivery of items identified as “In scope” within this SoW.
3. Ensuring that members of The Customer staff are sufficiently educated in the Questica Budget application to understand the implications of initial design decisions.
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.

2.7.2. The Customer Project Management Responsibilities

1. The timely delivery of items identified as “Customer task” within this SoW.
2. Advising The Customer of expected delivery dates for items identified as “Customer task” within this SoW.
3. Ensuring that change orders contain a full specification of the changes required.



4. Ensuring that customizations are fully specified and documented.
5. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.

2.7.3. Project Planning

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



- ii. integration components which transform actual result data prior to updating the Questica Budget database;
 - iii. integration components required to initiate the execution of integrations.
- u. The deployment of all integration components.
- v. The testing and acceptance by The Customer of the integration components.

2.8. Customer Resources

1. The requirement for Customer resources is variable with:
 - a. The duration of the project.
 - b. The degree of internal Customer consultation.
 - c. The level of internal Customer agreement.
 - d. The number of customizations.
 - e. The familiarity of Customer staff with the SQL Server environment.

End of Document.

