



Questica Budget Proposal

The City of Marshall, MN | March 2023

Prepared By: Trish Kendall

Prepared On: March 22, 2023



March 22, 2023

E.J. Moberg
Director of Administrative Services
The City of Marshall, MN

Dear E.J.,

Questica Ltd. is thrilled with the possibility of partnering with the City of Marshall in its effort to transform the current budget development and management process. We welcome an opportunity to leverage over 25 years of success with similar sized customers across North America to help the City:

- Transition from labor-intensive, unsupported on premise software to an efficient, comprehensive, cloud based budgeting and forecasting software system
- Enable City staff to more actively participate in a collaborative budgeting process remotely or in the office
- Better serve the planning team, finance staff, executive leadership and the community by facilitating analytics with up-to-date information presented in actionable reports, dashboards, and queries
- Budget more effectively for personnel, manage multiple scenarios and decision packages in a single system with a consistent, user-friendly user-interface

Questica proposes a Software-as-a-Service (SaaS) subscription of our industry leading multi-user Questica Budget solution and our professional services for implementation, integration, configuration, training, and post-implementation customer support. Questica is unique in providing a fully integrated solution offered with a consistent and well-organized user-interface that is purpose-built for budgeting in the public sector.

Simply put, Questica is THE most trusted budgeting solution provider by governments in North America. Some key considerations that set Questica apart include the following:

- **Full circle, end-to-end budgeting solutions:** Questica provides a single solution with modules and functionality to address your budgeting needs from start to finish. Per your requirements, we've provided a proposal that addresses your Operating and Personnel budgeting needs.
- **More configurable, less customizations:** Questica's 25 plus years in the government budgeting space means we've seen best practices across multiple budgeting approaches at hundreds of State and Local agencies and organizations. Rather than customize the platform for each approach, Questica builds in incremental best practices as configurable options, offering Questica customers the ability to replicate those processes without re-inventing the wheel. Ultimately, this leads to quicker, less costly, and more stable implementations for long-term ROI.
- **You are in control:** Questica Budget is designed for client-side administration, with security, reports, and workflow configurable at the admin user level. We also leverage a single tenant architecture, which means that each customer has a unique and segregated instance of our software, enabling the City to choose when to apply software updates, based on your convenience and schedule.
- **Singular focus and purpose built for government:** Questica Budget is not a generic "one-size-fits-all" solution, nor is it a "Swiss army knife" that proposes to do many things half-well. Instead, Questica Budget is a point solution that excels at enabling a collaborative budgeting process for state and local governments, and public agencies. Since our inception, we have been 100% focused on crafting best-in-class budgeting solutions for the public sector.
- **Right sized for you.** Questica is big enough to support your organization, yet nimble enough to remain agile. We currently have 130+ employees, which means we have the resources needed to support large-scale, complex implementations while remaining flexible to accommodate your unique requirements. We manage all aspects of our customer implementation, from kick-off to post-implementation support, exclusively with Questica employees.

We have an unmatched track record of success in implementing our solutions for government organizations and we stand firm in our **'getting it done right the first time'** mission. We look forward to continued conversations with your finance team and to demonstrating how Questica will provide unquestionable value and return on investment to the City of Marshall.

Sincerely,

Trish Kendall

Trish Kendall
Senior Account Executive
tkendall@questica.com

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WHO WE ARE

For the past 25 years, Questica has partnered with public sector organizations to enable data-driven budgeting and decision-making, while increasing data accuracy and productivity and improving stakeholder trust. These organizations are modernizing their business processes using Questica's budgeting, performance, transparency, and engagement software solutions.



Questica is consistently recognized as one of the leading and most trusted budgeting software solutions:

- 2022 - 2019** As part of GTY, recognized by Government Technology in their annual GovTech 100 Index which showcases the 100 leading companies serving state and local governments in unique, innovative, and effective ways.
- 2019** CV Magazine's Canadian Business Awards, "Best Cloud-Based Budgeting Software Solutions Provider."
- 2018** "10 most trusted public sector solution providers" by Insights Success magazine.

The Questica team is comprised of roughly 130+ technology experts, budget professionals and business specialists who have decades of experience working with local government. We in fact represent the largest group of budget software experts in North America dedicated to serving the public sector.



GTY Technology (GTY) brings leading cloud software together to deliver modern solutions for state and local governments, education institutions, and healthcare organizations. More than 2,300 agencies across North America leverage GTY solutions to deliver better outcomes for their constituents by improving the way they engage stakeholders and manage their resources. Built for the public sector, the intuitive suite of solutions supports the policy, regulation, and compliance requirements unique to the public sector. Public Administrative solutions for budgeting (Questica and Sherpa), grants management (eCivis), and procurement (Bonfire) are designed to digitize complex workflows with an intuitive toolset that improves collaboration, transparency, and impact. Civic Engagement solutions for payments (CityBase) and permits (OpenCounter) deliver efficiencies while improving citizen access and satisfaction.

Our team understands the unique challenges that government organizations face when preparing, managing, and sharing the details of a budget, and we bring our collective years of experience to the City of Marshall project.

OVER 900+ QUESTICA CUSTOMERS:

- ◆ City of Plymouth, Minnesota
- ◆ City of Sparks, Nevada
- ◆ Wood County, Wisconsin
- ◆ Milwaukee Rescue Mission, Wisconsin
- ◆ High Point, North Carolina
- ◆ City of Overland Park, Kansas
- ◆ City of Goodyear, Arizona
- ◆ City of Blaine, Minnesota
- ◆ City of La Vista, Nebraska
- ◆ City of Waconia, Minnesota
- ◆ Fort Wayne Community Schools, Indiana
- ◆ Town of Cave Creek, Arizona
- ◆ Lincoln Public Schools, Nebraska
- ◆ City of Aurora, Colorado
- ◆ Denver, Colorado
- ◆ Dodge County, Minnesota
- ◆ Pottawatomie County, Colorado
- ◆ Scott County, Minnesota
- ◆ Crow Wing County, Minnesota

QUESTICA BUDGET CLIENT SUCCESS STORIES

Select a logo to learn more about how our clients are using Questica.



We have a lot more confidence in the data that's in and coming out of Questica. The security structure in Questica is much more robust and it's just a really good powerful system. Some of the things that hadn't ever worked correctly in the old system, we now have.



— **Laura Altizer**, Former Budget Performance Manager
City of High Point



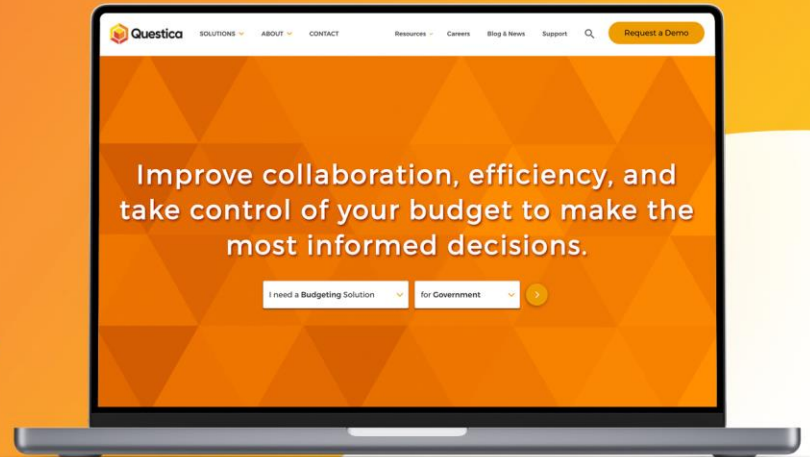
Questica's customer service and responsiveness are excellent.



— **Kelly Greunke**, Manager of Budget Operations
Office, City and County of Denver

ABOUT QUESTICA

Questica proposes a Software-as-a-Service (SaaS) subscription of our industry leading multi-user Questica Budget solution and our professional services for implementation, integration, configuration, training, and post-implementation customer support.



OUR MISSION

“We’re on a mission to simplify the complexities of public sector finance, empowering brilliance at every turn.”

—TJ Parass, Co-Founder of Questica



At Questica, our mission is to empower many to work together in a secure environment, to take control of their budget, and make informed decisions. For the past 25 years, Questica has partnered with public sector organizations to enable data-driven budgeting and decision-making, while increasing data accuracy and productivity and improving stakeholder trust. These organizations are modernizing their business processes using Questica’s budgeting, performance, transparency, and engagement software solutions.

OUR GOAL

Questica’s goal is to drive budget transformation by creating a single source of data truth. As a leader of budgeting preparation and management software since 1998, Questica partners with public sector organizations to better enable data-driven budgeting and decision-making, while increasing data accuracy, productivity and improving stakeholder trust.



Over 800 local and provincial governments, colleges, universities, K-12 schools, hospitals, healthcare facilities and non-profit organizations have eliminated spreadsheets using our budgeting, performance, transparency and engagement solutions. Across 50 states, and 12 provinces and territories, we’ve engineered custom budget solutions for public sector customers which seamlessly integrate with existing financial and other systems.

WHY CLIENTS CHOOSE US

We have an unmatched track record of success in implementing our solutions for government organizations and we stand firm in our ‘getting it done right the first time’ mission. We’ve integrated highly scalable solutions for public sector entities managing budgets of a few million, and other organizations multi-billion-dollar annual spending plans. Our team is comprised of technology experts, budget professionals and business specialists. We are passionate and friendly collaborators who enjoy teaming with our customers to find the right solution to meet their needs.



KEY BENEFITS OF QUESTICA



CLOUD-BASED

Questica Budget Suite is a cloud-based solution hosted on Questica's secure Microsoft Azure server. Cloud-based solutions enable clients to access their budget data online at any time and from any location. Hosting on single tenant architecture means your budget data is isolated from other clients', with the flexibility to choose when to upgrade to new versions of the product.

COLLABORATIVE

Budgeting is a people-centric process that requires communication and teamwork. The Questica Budget Suite is a collaborative platform that allows your budget managers to work with departments to prepare and manage budgets efficiently. We streamline budget access for financial and non-financial contributors; the result improves communication and expedites decision-making. This is particularly important if staff work remotely.



FUNCTIONALITY

Questica Budget is feature-rich and provides powerful functionality for greater control and visibility into budgets. With the tools to calculate, analyze, forecast, report on, and develop what-if scenarios for budgets, users gain deeper financial insights while creating budgets that last. With seamless integration for flow of data to the existing ERP, users can build budgets based on accurate, real-time financial information.

CONFIGURABILITY

Configurability means fewer requirements for customization. This will save time, resources, and complexity both in the initial implementation, and through ongoing use as upgrades and enhancements are released. The bottom line is a significantly lower cost of ownership over your lifetime use of our product.



FLEXIBILITY

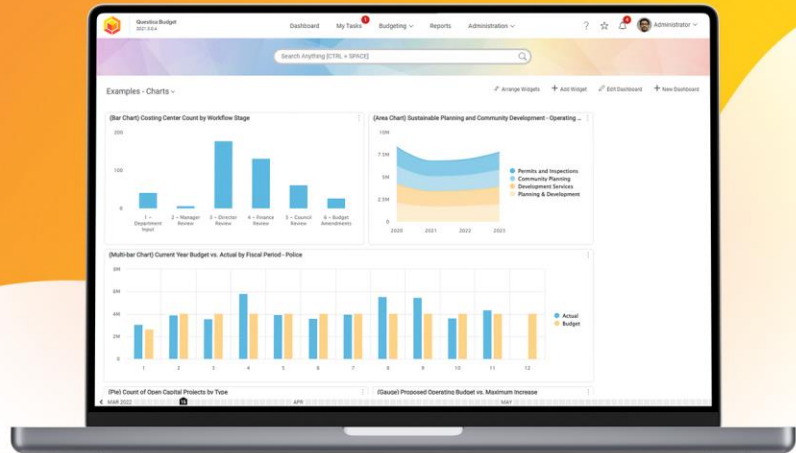
COVID-19 continues to challenge communities, heightening the need for local governments to make decisions quickly and accurately. Our product offers the capacity for multiple scenario models, for governments preparing for the future, and pivoting as plans change. When your plans shift, you don't want to be limited by manual data entry, spreadsheets, or an inflexible legacy system. Questica Budget adapts with you, adjusting to your new budget trajectory to reallocate funds or evaluate potential cost savings.

INNOVATION

Innovation at Questica is driven by feedback on existing product features, and the anticipated need for new features that accommodate new challenges. Questica's product strategy is based on feedback from our clients, all public sector organizations, and serves as a guiding star that directs our focus. From user forums to early adopter groups, Questica clients are with us every step of the way as we develop new features or improve the functionality of our product Suite.



QUESTICA BUDGET



OVERVIEW

The Questica Budget Suite is an end-to-end budgeting system that will help you manage the budgeting process with greater efficiency and accuracy. We are confident that our budget system is the right application for your needs, providing powerful features that support ongoing budget development and reveal key budget insights that may have been hidden in a spreadsheet.

OPERATING MODULE

Questica Budget is designed for non-finance department and non-technical users to prepare and maintain their budgets directly in the system. Budgets can be categorized on an organizational basis where cost centers roll-up into their respective departments and divisions and can also be categorized on a fund basis where cost centers roll-up into their particular funds and fund categories. Cost centers can easily be moved from one department and division to another, as well as from one fund to the next. Additional hierarchical structures can be configured as needed.

2021 - 2861 - Pump Station 1 Main (Active)									
Account Summary									
	2019 Actual	2019 Budg.	2019 Variance	2020 Actual	2020 Budg.	2020 Variance	2021 Actual	2021 Variance	2022
GL Account	1,401.00			1,401.29	981.87	981.87			
GL Account Type Revenue							47,000.00	47,000.00	47,940.00
3050 - User Fees - Drainage	1,401.00			1,401.29	981.87	981.87			
3274 - Miscellaneous Fees							47,000.00	47,000.00	47,940.00
3923 - Financial Stability Reserve									
GL Account Type Expenses	(1,950,272.31)	(1,838,691.45)	(111,580.86)	(1,309,765.26)	(2,201,314.77)	391,549.51	2,183,490.47	(2,183,490.47)	(2,091,138.45)
4103 - Benefits	351,133.00	30,000.00	321,133.00	332,168.64	349,249.77	(17,181.13)	(393,230.96)	393,230.96	402,363.16
4008 - Salaries - Pump Technician	1,554,452.85	1,511,482.45	42,970.40	1,472,129.46	1,545,241.00	(73,111.54)	(1,350,178.41)	1,350,178.41	1,386,464.92
4026 - Retirements	3,200.00		3,200.00						
9211 - WQ Regular Time	113.93		113.93	148.38		148.38			
9201 - WQ Outside Purchases	6.70		6.70	35,043.27		35,043.27			
9111 - WQ Inside Equipment Rentals	3.04		3.04	117.27		117.27			
4070 - Overtime	8.12		8.12	86.39		86.39			
4014 - Salaries - Outside							(6,492.70)	6,492.70	6,655.87
4116 - Conferences/Travel							(7,000.00)	7,000.00	
4354 - Cable							(1,340.00)	1,340.00	1,344.80
4366 - Water							(700.00)	700.00	714.00
4072 - Insurance							(140,000.00)	140,000.00	143,724.00
4021 - Repairs and Maintenance							(102,570.00)	102,570.00	103,911.40
9211 - WQ Inventory Purchases				9.72		9.72			
9024 - Wash Order Reservations				(68,846.26)		(68,846.26)			
4024 - Recovery	(1,190.00)		(1,190.00)	(27,727.00)		(27,727.00)			
4014 - Miscellaneous	348.27	2,000.00	(1,651.73)	116.47	2,000.00	(1,883.53)	(2,000.00)	2,000.00	2,040.00
4364 - Telecommunications	702.80	4,000.00	(3,297.20)	833.20	4,700.00	(4,876.80)	(6,734.00)	6,734.00	6,929.00
4154 - Recovery - HCB	(4,591.51)		(4,591.51)	(6,612.40)		(6,612.40)			
4024 - Laundry	373.21	6,000.00	(5,626.79)	306.66	6,000.00	(5,693.34)	(6,000.00)	6,000.00	6,100.00

Sample Costing Center Information

Role-based security ensures that users have streamlined access to only the data and functions that they need. Cost center information can be maintained, and comments, notes, and attachments (e.g., scans, documents, or links) may be added to the budget or even to the detailed line items. Budgets can be managed at a monthly, quarterly, annual, or biennial basis. Grids are configurable and may consist of historical years, current year, and future forecast years.

PERSONNEL PLANNING & BUDGETING MODULE

Questica Budget's Personnel Planning & Budgeting module performs like a calculator with advanced features, enabling accurate modeling and forecasting all costs associated with positions (filled and vacant) to accommodate the workforce budget. Step or pay increases, cost of living adjustments, new benefits, and other employee-related costs are all accounted for.

Each position is a record of all the information required to calculate base wages, as well as overhead costs such as benefits, allowances, and employer taxes; each is attributed to the appropriate GL Account (object code). Positions paid according to a union contract are assigned a pay grade and step, calculating pay from the pay scale for that contract. Alternatively, a position's base wage can be entered as a distinct salary value for each position, or as a percentile of the range configured for a selected grade.

Position	Amount	Type	Location
4001	4,126.76	Hourly/Season	0001
4002	4,126.76	Hourly/Season	0001
4003	4,126.76	Hourly/Season	0001
4004	4,126.76	Hourly/Season	0001
4005	4,126.76	Hourly/Season	0001
4006	4,126.76	Hourly/Season	0001
4007	4,126.76	Hourly/Season	0001
4008	4,126.76	Hourly/Season	0001
4009	4,126.76	Hourly/Season	0001
4010	4,126.76	Hourly/Season	0001
4011	4,126.76	Hourly/Season	0001
4012	4,126.76	Hourly/Season	0001
4013	4,126.76	Hourly/Season	0001
4014	4,126.76	Hourly/Season	0001
4015	4,126.76	Hourly/Season	0001
4016	4,126.76	Hourly/Season	0001
4017	4,126.76	Hourly/Season	0001
4018	4,126.76	Hourly/Season	0001
4019	4,126.76	Hourly/Season	0001
4020	4,126.76	Hourly/Season	0001

Sample Annual Costing Positions

Description	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
GL Account Type: Expenses / Expenditure	(54,978.09)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)
Base Wage	41,321.12	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76
FICA - Social Security (OASDI)	3,070.31	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86
FICA - Medicare	716.06	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84
Workers' Compensation	1,411.35	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61
Life Insurance	77.25	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44
Dental and Vision	180.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00

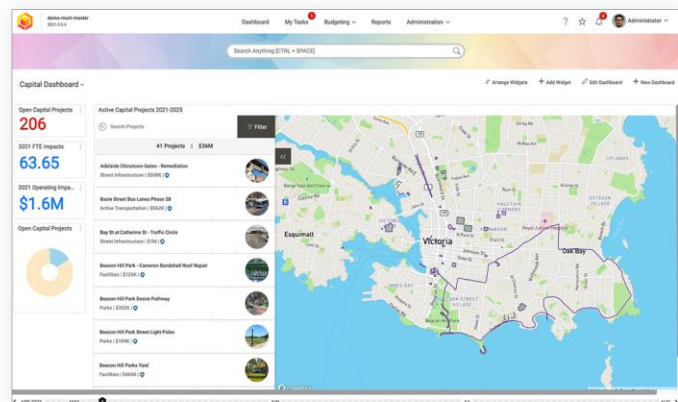
Sample Monthly Costing – Single Position

CAPITAL MODULE

Questica Budget's Capital module simplifies and centralizes the process of capital budget planning and execution. Users can import prior years' budget data (actual costs and budget values) into Questica Budget, and create multi-year capital projects where they can identify their expenditures and funding sources, and make adjustments as they prepare their budgets.

Users can construct their capital projects on an annual, quarterly, or monthly basis, enter narrations or explanations for their requests and categorize their projects based on different criteria such as tangible capital assets, fund(s), or project status. Requests get escalated through the configurable workflow system integrated within Questica Budget. Project ranking can also be administered according to user-defined criteria, and multiple project scenarios can be created for each project.

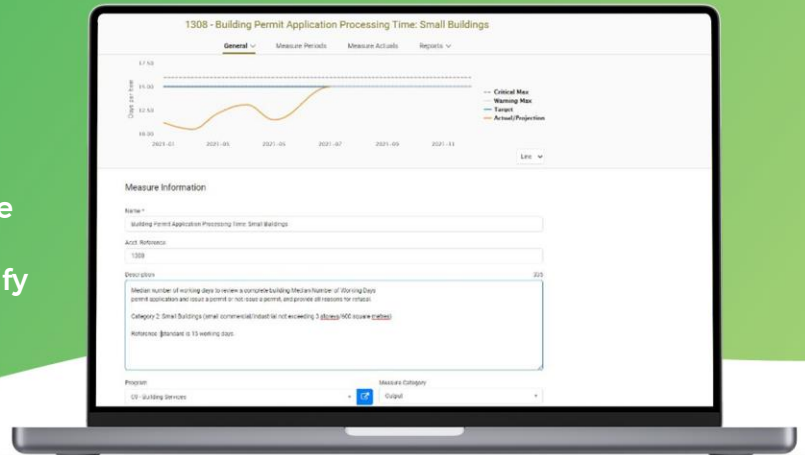
The Capital module also gives the ability to manage budgeting activities related to grant programs of varying complexities. The "type" field on projects is commonly used to indicate that the project is to be treated as a grant.



Sample Capital Improvement Plan Transparency – Interactive Visual Map

PERFORMANCE MODULE

Questica Budget's Performance module allows users to establish objectives and track budget progress toward achieving these objectives over time. Targets can be identified by intended outcome, where warning and critical threshold limits notify users whenever budget performance requires attention.



Sample Performance Dashboard

Measures, whether financial or statistical, may reference existing values already in the system, or may otherwise be manually entered. In either case, these measures can also be calculated based on other measures. They can be consolidated under various programs and can also be incorporated into an Organizational Scorecard. Responsibilities can be established for the various Programs and Measures, inclusive of due date and automated reminders, to facilitate workflow processing.

Questica Budget's Performance module fully integrates with the rest of the Questica Budget Suite and leverages the Questica Dashboard platform. This functionality helps improve performance, encourages innovation within your team, encourages cost-effective practices, and delivers an enhanced level of transparency and accountability.



SPECIAL FEATURES

STATISTICAL LEDGER

The Questica Budget Statistical Ledger allows budget staff to plan and track numbers other than spending dollars (e.g., hours worked, number of clients, resource utilization).

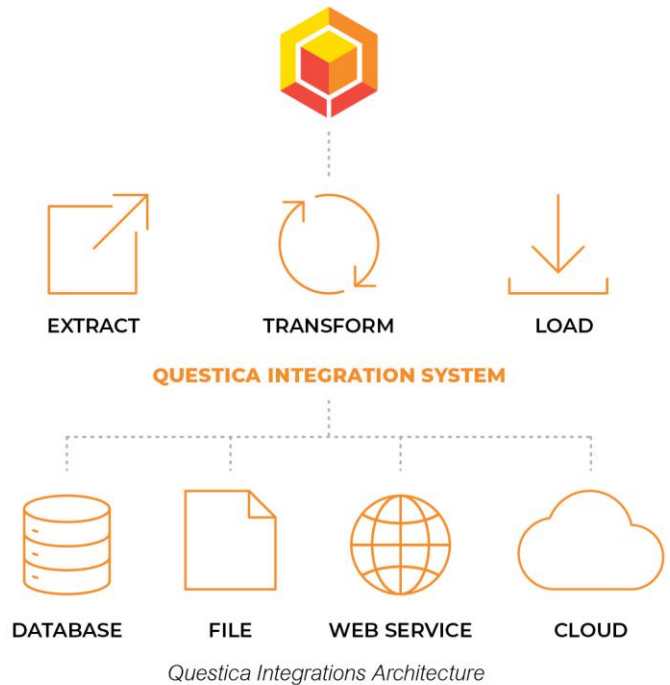
Staff can create a budget for any numeric data and work with it very much like financial budgets. This can be very useful for planning and tracking activities and outputs, and the data can be used as a guideline for building budgets. Statistical Ledger data can also be a component of a performance measurement plan.

QUESTICA INTEGRATION SYSTEM (QIS)

Questica Budget will integrate with your city's financial system via its proprietary Questica Integration System (QIS). QIS is a specialized, database-independent tool developed to exchange data between Questica Budget and external systems on a scheduled or as-needed basis. QIS also simplifies the integration process and reduces the time required to integrate Questica Budget with other customer systems or data warehouses.

QIS provides a highly configurable framework for importing or exporting budget related or non-financial data with existing and future external data sources, using API (Application Programming Interface) and ETL (Extract, Transform and Load) integration methods to ensure the budgeting solution always reflects updated data.

The diagram on the right illustrates the Qestica Integration System. The Qestica Budget application is represented by the symbol at the top, with the QIS system in the middle, and various customer systems on the bottom. When data is being extracted from an external system and moved to Qestica Budget, data would be moving from the bottom to the top of the diagram. On the other hand, when extracting data from Qestica Budget to insert into an external system, data moves from the top to bottom.



The process can be scheduled or run on-demand by an authorized Qestica user. Monitoring of scheduled integration tasks can be performed in many ways, but the most popular method is exception or failure notification, which can be configured to email one or more people. As detailed below, implementations can include three distinct interface points—two on the financial side and one on the HR/personnel side, and sometimes a fourth:

Actual cost integration	Actual costs are automatically imported into Qestica Budget from the Financial System. This can be set up to occur at a variety of timeframes, but most often this automated process of copying the actual costs from the Financial System into the Qestica Budget system occurs on a nightly basis. This allows users to see Budget vs. Actuals that are no more than 24 hours old.
Movement upon approval	When the budget is approved/adopted, it is typically moved from Qestica Budget into the Financial System, the system of record.
Salary sync	The process for loading HR/payroll data into the Qestica Budget system is via our 'Salaries Synchronization Tool'. This provides a mechanism to populate our salary and benefit engine with data from the city's HR records system. The integration can be run on demand, whenever updated personnel data is needed in the budget system.
Budget adjustments (if required)	As adjustments are made throughout the year (e.g., transfers, new budget requests, etc.), these changes can also be synchronized between Qestica Budget and the Financial System so that budget revisions are always current in both systems.

ALLOCATIONS

The Allocations tool within Qestica Budget allows dollars to be moved throughout the Operating and Capital budget in a structured and balanced fashion. The functionality supports complex arrangements of allocations between many budget elements.

An employee's cost may, for example, be split between multiple programs or cost centers, or Internal Service Provider budgets can be managed. In the latter example, an IT budget that is developed in detail like any other costing center may get allocated to other budget elements, perhaps using a cost driver such as 'number of computers' as the distribution basis. Once the allocation has been run, each recipient Costing Center will have a Destination Budget Line representing a portion of IT expenses, and the IT Costing Center budget will subsequently have a Recovery Budget Line that effectively zeroes out their allocated budget.

ADVANCED CALCULATION ENGINE (ACE)

Questica Budget's Advanced Calculation Engine is a powerful feature that brings familiar Excel functions into Questica Budget and allows users to create reusable calculation packages/models. The tool is simple to use and is designed to keep users working inside Questica Budget.

In addition to containing familiar Excel functions, there are also budget-specific functions documented in an integrated library, enabling users to reference data based on its qualities rather than by specific location. For example, a function can be performed on the budget values for a particular account code or using the actuals from a certain statistical account. Functions can also be period-based, enabling the option to reference data from past months or years, or reference a range of data such as the average from the past three years for a given month or quarter.

CHANGE REQUESTS/DECISION PACKAGES

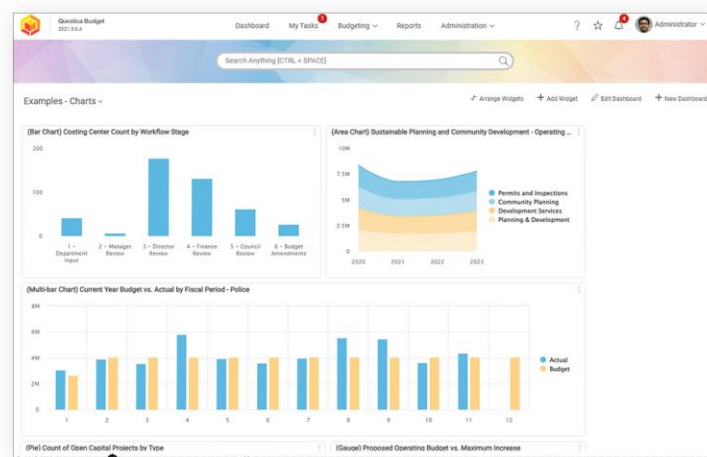
Questica Budget's Change Requests feature, also referred to as Budget Adjustments, Budget Modifications or Decision Packages, allow authorized users to process pre- and post-approval budget changes, both one-time and recurring, using a controlled process and workflow-based approval. These requests can be created individually, or they can be bundled together and treated apart from the general budget with their own dedicated approval process. Questica Budget does this in a controlled environment so that users can only submit, change, and see budget requests that are appropriate for them.

ADVANCED SEARCHES

Questica Budget's Advanced Search function is an intuitive user-facing feature that allows non-technical users to compose detailed searches using a variety of comparators and the ability to infinitely nest AND/OR groupings. Essentially, the Advanced Search functionality allows authorized users to perform sophisticated and highly dynamic data analytics and ad-hoc queries based on multiple dimensions, including specific criteria or descriptive words. This robust and powerful tool allows complex queries to be easily built up—one line at a time.

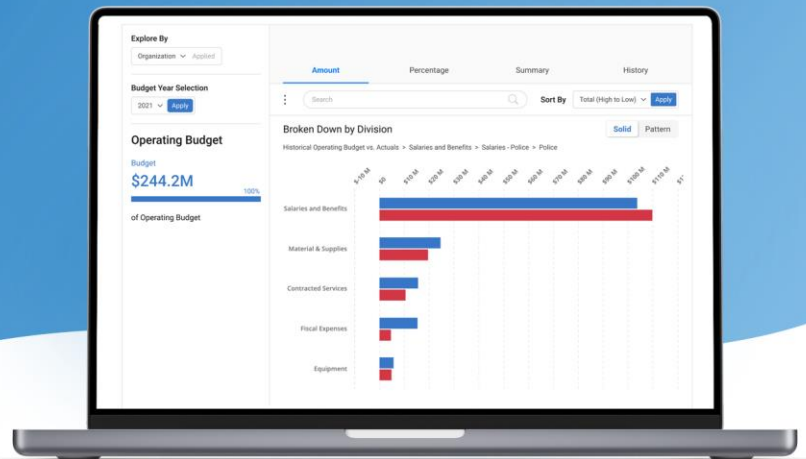
REPORTING AND DASHBOARDS

Questica Budget's reporting and analytics capabilities are delivered as part of its core software feature set. The system includes pre-built ad-hoc data views (i.e., queries), advanced “smart reports” that combine rows and columns of numbers with graphics (e.g., pie chart), 80+ pre-built ready-to-use reports, each with a variety of input selections, and pre-built dashboards with rich interactive visualizations of information that can be utilized to create actionable at-a-glance displays—all of which include data security to ensure users only see what they're allowed to see. Standard reports leverage Microsoft's SQL Server Reporting Services (SSRS) and can be copied and modified by budget staff without requiring programming skills.



Sample Full-Featured Dashboard

OPENBOOK TRANSPARENCY AND DATA VISUALIZATIONS



OpenBook - Sample Operating Budget: Interactive Chart

Questica Budget's OpenBook tool fosters transparency for public agencies, enabling the information to be visualized in an array of charts, tables, bars, graphs, and GIS mapping for Capital planning. Like all Questica tools, OpenBook is intuitive and easy-to-learn. With descriptive text, informational pop-ups, filtering and sorting capabilities, diving in and discovering information is made easy for all stakeholders.

OPENBOOK CUSTOMER EXAMPLES

Select a logo to visit our customers' OpenBook websites.



HENDERSON



SEE OUR SOFTWARE SOLUTIONS IN ACTION

Learn how Questica and our software solutions can help your organization today. Our team will reach out to determine how we can help you increase efficiencies for your budgeting process.

GOVERNMENT PROCUREMENT OPTIONS

Today's modern governments have recognized the traditional methods of procuring software through Request for Proposal are expensive, time consuming, and often very limiting in scope. An increasing number of customers have contracted with Questica utilizing the methods outlined below.

1. *Take advantage of contract vehicles and cooperative purchasing agreements.* Contract vehicles are commonly relied upon as the most efficient way for governments to buy goods and services. Questica is listed on many cooperative purchasing contracts, such as DIR, Carahsoft, SHI, NASPO, BuyBoard, Sourcwell, and Omnia. These contracts include several vendors and were established via a competitive bidding process, much like an RFP cycle.
2. *"Sole source."* This method refers to opportunities where Questica is the only provider able to deliver the set of solutions that a government entity is looking for. This can justify the avoidance of an RFP, since there are simply no other vendors in the market who can deliver the necessary goods or services.
3. *Piggyback contracts:* To satisfy procurement policy, many Questica customers choose to piggyback from contracts already vetted by a competitive RFP process of similar size and scope. For example, The City of Spokane utilized a piggyback agreement (i.e., cooperative agreement statement) with City of Seattle to purchase Questica. Questica is open to helping The [Org Type] explore best fit piggyback options with current customers.
4. *Emergency Funding:* State and local governments need the right tools to remain flexible and make critical data driven decisions. Several Questica customers, such as Imperial County, CA have invoked emergency purchasing measures to fund the purchase of Questica. The funding from the American Rescue Plan Act provides an opportunity for state and local governments to purchase new technology in support of expanding services to citizens and improving responsiveness.

Specifically, sections 602(c)(1)(C) and 603(c)(1)(C) of the Act provide recipients with broad latitude to use the Fiscal Recovery Funds for the provision of government services. Questica Budget now includes a built-in calculator which automates the lost revenue calculation formula as outlined in the guidance. Included below is sample verbiage that the City could utilize to justify purchase of Questica Budget using ARPA funds.

American Rescue Plan Justification

- ◆ Whereas COVID-19 and the required response by the (name of local government) had a significant impact on the budget of (name of local government), and
- ◆ Whereas: expenditures for essential public health and safety workers were higher than budgeted to ensure public health welfare and safety concerns; and
- ◆ Whereas: remote work of non-essential (name of local government) staff resulting from stay-at-home orders and legislated social distancing in the workplace revealed the need for upgrading IT software and infrastructure; and
- ◆ Whereas: ____ (name revenue source; e.g. sales tax, hotel tax, etc.) revenues in the (insert most full fiscal year) were reduced due to the economic impact of COVID-19 causing a budgeting shortfall, and
- ◆ Whereas: the (name of local government) needs to procure budgeting and performance management software that will enhance its ability to respond to the COVID-19 emergency and
- ◆ Whereas: the budgeting and performance management software will increase efficiency, improve constituent services, and enable remote work, and
- ◆ Whereas: the revenues to procure such software are not available due to the economic impacts of COVID-19 on the (name of local government) revenues.
- ◆ Now therefore be it resolved that the (name of local government) hereby declare that the use of American Rescue Plan Act funds in the amount of \$_____ be used to procure....

Should this method be the preferred procurement option, we are more than happy to facilitate reference conversation.



Questica Budget Price Quote

Prepared for:

The City of Marshall, MN
E.J Moberg
Director of Administrative Services

March 22, 2023

Prepared by:
Trish Kendall
Questica Ltd.

This proposal is subject to a review of your Chart of Accounts and a review of the Scope of Work.



QUESTICA BUDGET PRICE QUOTE

Quotation ID#: City of Marshall – 032223

Description	Qty.	Total
Questica Budget Framework - All Modules		\$19,500.00
Operating License Seats	Unlimited	
Personnel Planning & Budgeting License Seats	Unlimited	
Capital License Seats	Unlimited	
Unlimited Read-Only Licenses	Included	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook Transparency	Included	
Year 1 SaaS Discount		(\$4,875.00)
Questica Annual Software Subscription (including software, maintenance, support, and hosting)		\$14,625.00
Professional Services (Per Scope of Work)		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Training	Included	
Project Management	Included	
OpenBook Professional Services	Included	
Total Questica Professional Services: (one-time fee)		\$10,000.00
GRAND TOTAL (Year 1)		\$24,625.00

PRICING NOTES

Quotation ID#: City of Marshall - 032223

Pricing valid through: March 31, 2023

- ◆ Questica annual subscription is based on a 5-year term
- ◆ Questica annual subscription has been discounted to \$14,625 in year 1
- ◆ Questica will apply a 5% inflationary increase beginning in year 2

Questica Annual Fees

- Year 1 is \$24,625.00 (SaaS and Professional Services)
- Year 2 is \$20,475.00 (includes 5% increase)
- Year 3 is \$21,498.75 (includes 5% increase)
- Year 4 is \$22,573.69 (includes 5% increase)
- Year 5 is \$23,702.37 (includes 5% increase)
- Total 5 Year contract is \$112,874.81.

Above pricing in US dollars. Applicable Taxes Extra. Pricing is not applicable in response to a formal RFP Process.

Terms of Payment

- ◆ **Software:**
 - 100% upon Contract Effective Date (Net 30)
 - Year 2 due 365 days from Contract Effective Date and annually thereafter
- ◆ **Professional Services:**
 - Due 100% upon Contract Effective Date (Net 30)

SUMMARY

Questica greatly appreciates the City of Marshall's interest in learning more about our Company and our software. As stated, we welcome an opportunity to leverage our more than 25 years of success in public sector budgeting, to help the City improve the efficiency and effectiveness of its budgeting process and to provide a technology solution that optimizes and supports the budget formulation and management cycle.

We are happy to address questions and engage in more detailed conversation to showcase how our software fits your requirements, our implementation approach, and the support our company provides. I would also be happy to facilitate introductions to current clients and would encourage you to connect with your peers to understand why they decided to partner with Questica - the most trusted solution for government organizations.



QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the “**Agreement**”) is made March 31, 2023 (the “**Effective Date**”) by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware (“**Questica**”) and CITY OF MARSHALL, MN, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the “**Subscriber**”).

1. DEFINITIONS

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

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

“**Order Form**” means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

“**Services**” means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

“**User Guide**” means the on-line users guide for the Services, made available on-line.

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

“**We,**” “**Us,**” “**Our,**” “**Questica Inc.,**” “**Questica LTD.**” or “**Questica**” means the company or entity providing the Services in the Agreement

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

“**Your Data**” means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

2. PROVISION OF SERVICES

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

2.2 Provision of Services. We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

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

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

2.4 Hosting, Product Maintenance and Support. For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.

2.5 Implementation Services. Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Subscriber expires the earlier of:

- 1) completion of the services described in the SOW
- 2) 12 months from the effective date of the relevant Order Form.

2.6 Acceptance of Custom Work. Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

3. USE OF THE SERVICES

3.1 Our Responsibilities. We shall: (i) provide Our basic support for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.2 Our Protection of Your Data. We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters. In the event of a data breach of Questica's servers, data centers, network, or other supporting infrastructure maintained by Questica ("Questica Data Breach"), Questica shall indemnify and hold harmless Subscriber from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Subscriber in the United States by a third party which alleges harm caused by a Questica Data Breach, provided that Questica shall have the right to select counsel in such proceedings and control such proceedings. Questica shall also bear all costs incurred by either party for compliance with data breach notification laws or other regulations, federal or state, requiring an action in response to a data breach should a Questica Data Breach occur. Notwithstanding the foregoing, Questica shall have no liability under this indemnity unless Subscriber cooperates with and assists Questica in any such proceedings and gives Questica written notice of any claim hereunder within fourteen (14) days of receiving it.

3.3 Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, except in instances when state data law requires storage or

production of the material, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENTS FOR SERVICES

- 4.1 Fees.** You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.
- 4.2 Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
- 4.3 Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)
- 4.4 Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.
- 4.5 Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 4.6 Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.
- 4.7 Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized by You, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost after Questica provides written documentation of costs to You. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

5. PROPRIETARY RIGHTS

- 5.1 Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
- 5.2 Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

- 5.3 Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.
- 5.4 Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.
- 5.5 Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

6. CONFIDENTIALITY

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

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

- 7.1 Our Warranties.** We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided you are not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.
- 7.2 Your Warranties.** You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.

7.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. MUTUAL INDEMNIFICATION

8.1 Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any Canadian or United States' registered patents, copyrights or trade-mark rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

8.2 Indemnification by You. Subject to municipal tort liability in Chapter 466 of the Minnesota Statutes and without waiving it, You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, legal fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8.3 Exclusive Remedy. This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for the type of claim described in this Section 8.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. NEITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LIMITS OF AVAILABLE INSURANCE UNDER QUESTICA'S POLICIES. ~~THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).~~

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

- 10.1 Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.
- 10.2 Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the effective date of this Agreement and continue for 5 years. Additional user subscriptions will be prorated from the applicable order date through the remainder of the 5-year term. All user subscriptions shall automatically renew for additional one-year at the end of the then current term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.
- 10.3 Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 10.4 Termination for Convenience.** Either party may terminate this Agreement without cause by giving sixty (60) days advance written notice to the other of its election to terminate this Agreement pursuant to this provision. In the event of such termination by Subscriber, Subscriber agrees to pay a SaaS Recovery Amount equivalent to 50% of the Subscription fees for the remainder of the initial term of the Agreement.
- 10.5 Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any fees which We had invoiced to You, but had remained unpaid covering the remainder of the term of all Order Forms agreed to as payable by the Parties. In no event shall any termination relieve You of the obligation to pay any invoiced fees payable to Us for the period prior to the effective date of termination.
- 10.6 Return of Your Data.** Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
- 10.7 Surviving Provisions.** Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability), 10.5 (Refund or Payment upon Termination), 10.6 (Return of Your Data), 10.7 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

11. NOTICES, GOVERNING LAW AND JURISDICTION

- 11.1 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.
- 11.2 Dispute Resolution/Arbitration.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	Questica Management Level	Subscriber Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Director	Finance Department Manager	10 Business Days
Third Level	VP, Professional Services	Director of Finance or Treasurer	10 Business Days

If the parties fail to resolve the dispute within 30 days, then the parties agree first to try in good faith to settle the dispute by mediation under mutually agreed upon rules conducted in Marshall, Minnesota, before resorting to arbitration, litigation, or some other dispute resolution procedure.

(a) Arbitration. The parties may mutually agree in writing to resolve a demand, claim or controversy arising out of or relating to this Agreement, (including, but not limited to, fees or costs, breach of contract, or tort claims), by binding arbitration conducted in Marshall, Minnesota and in accordance with mutually agreed upon rules, and judgment upon the award rendered by the arbitrator may be entered in any court or tribunal having jurisdiction thereof. Either party may request arbitration by filing a written request for arbitration with the other party. If the parties agree to arbitrate, they will mutually agree on the selection of one arbitrator and will share equally in the costs. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by law, court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys and advisors.

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

11.3 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Minnesota and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of Minnesota in respect of this Agreement.

11.4 Reserved.

12. GENERAL PROVISIONS

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

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

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

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

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

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

12.7 Reserved

- 12.8 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 12.9 Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- 12.10 Cooperative Statement.** Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided both parties agree to do so.
- 12.11 Authorized reseller status; Option to purchase affiliate products.** Questica is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "Questica Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). Questica Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., eCivis Inc., CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, Subscriber has the option to purchase from either Questica, as an authorized reseller, or Questica Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Subscriber and Questica or Subscriber and the applicable Questica Affiliate.
- 12.12 Media Releases.** Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party, except as allowed under state or federal law. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

CITY OF MARSHALL

QUESTICA LTD.

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I have authority to bind the organization

I have authority to bind the organization

APPENDIX A – Order Form

QUESTICA BUDGET PRICE QUOTE

Quotation ID#: City of Marshall – 030323

Description	Qty.	Total
Questica Budget Framework – All Modules		\$19,500.00
Operating License Seats	Unlimited	
Personnel Planning & Budgeting License Seats	Unlimited	
Capital License Seats	Unlimited	
Unlimited Read-Only Licenses	Included	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook Transparency	Included	
Year 1 SaaS Discount		<i>(\$4,875.00)</i>
Questica Annual Software Subscription (including software, maintenance, support, and hosting)		\$14,625.00
Professional Services (Per Scope of Work)		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Training	Included	
Project Management	Included	
OpenBook Professional Services	Included	
Total Questica Professional Services: (one-time fee)		\$10,000.00
GRAND TOTAL (Year 1)		\$24,625.00

PRICING NOTES

Quotation ID#: City of Marshall – 030323

Pricing valid through: March 31, 2023

- ◆ Questica annual subscription is based on a 5-year term
- ◆ Questica annual subscription has been discounted to \$14,625 in year 1
- ◆ Questica will apply a 5% inflationary increase beginning in year 2

Questica Annual Fees

- Year 1 is \$24,625.00 (SaaS and Professional Services)
- Year 2 is \$20,475.00 (includes 5% increase)
- Year 3 is \$21,498.75 (includes 5% increase)
- Year 4 is \$22,573.69 (includes 5% increase)
- Year 5 is \$23,702.37 (includes 5% increase)
- Total 5 Year contract is \$112,874.81.

Above pricing in US dollars. Applicable Taxes Extra. Pricing is not applicable in response to a formal RFP Process.

Terms of Payment

- ◆ **Software:**
 - 100% upon Contract Effective Date (Net 30)
 - Year 2 due 365 days from Contract Effective Date and annually thereafter
- ◆ **Professional Services:**
 - Due 100% upon Contract Effective Date (Net 30)

Additional Professional Services are available upon request at Questica's then current hourly rate, currently set at \$250/hr.

APPENDIX B – Hosting, Maintenance and Technical Support Services

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

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

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

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

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

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

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

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

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

- I. Custom programming services;
- II. On-site support;
- III. Subscriber developed interfaces, API interactions, or customizations;
- IV. Subscriber developed reports;
- V. End-User training or re-training;
- VI. Subscriber hardware or network issues;
- VII. Correction of data issues derived from user error or Software misuse;
- VIII. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;

- IX. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and
- X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

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

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

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

System Hosting

Server

Production & Test Instances of Questica Budget

Questica will install a production instance of Questica Budget in a cloud hosted environment, as per the signed hosting agreement. The implementation will be carried out directly on the “production” system.

A second system, for testing, will be created by copying the production system on request. Questica will service a reasonable number of such copies, at the discretion of the Questica project manager. Questica reserves the right to delete test systems left unused for an extended period of time. In such a case, The Customer may have a test system reinstated when needed, by requesting a copy of the current production system.

Production Instance of OpenBook

Questica will install a single instance of OpenBook in a cloud hosted environment.

Client Software

The Customer will provide user workstation environments as follows:

- Supported web browsers - Internet Explorer 11 or newer, Microsoft Edge, Firefox latest release, Chrome latest release.
- Microsoft .NET Framework 4.6.
- Microsoft Excel® 2007 or newer (required for data export/import).
- Report Builder 3.0 downloaded and installed without charge from Microsoft’s web site for self-serve (“ad hoc”) reporting.

Project Management & Analysis

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party. Delays on the part of The Customer, including putting the project on temporary hold or changes in project personnel, may result in a Change Order to cover the cost of restart, rework, rescheduling, and retraining.

Questica Project Lead

Questica will assign a lead analyst/project manager, hereafter referred to as the “PM”, to lead the implementation on Questica's behalf. The PM will carry out most project management, analysis, and configuration activities. They will engage other Questica staff to fulfill deliverables according need.

All work with the Questica PM will be carried out “off-site” and contact will be via email, telephone, video conference, and remote desktop sharing. A SharePoint repository will be provided by Questica for housing project documentation and exchanging data load spreadsheets.

The project management responsibilities of Questica’s PM are as follows:

- a) Coordinate the development of the project timeline with The Customer’s project manager.
- b) Ensure the timely execution of Questica’s deliverables.
- c) Ensure that members of The Customer team are sufficiently educated in the Questica Budget application to understand the implications of design decisions.
- d) Advise The Customer of expected completion dates for “Customer task” identified within this SoW.

- e) Advise The Customer of the impact if any Questica or Customer deliverable is advanced or delayed.
- f) Track and communicate issues through an "issue log".
- g) Author, and coordinate the approval of, change orders.

The Customer's Project Lead

The Customer will assign a resource as their project lead. This person may be a project manager or senior member of the budget office/financial team. The role and responsibilities of this resource are as follows:

- a) Act as primary communication point with the Questica PM.
- b) Provide definitive responses to the Questica PM on all decision points.
- c) Ensure the timely execution of The Customer's deliverables, as identified within this SoW.
- d) Advise the Questica PM of expected completion dates for these tasks.
- e) Ensure that implementation training material is reviewed in a timely manner.
- f) Ensure that all Customer team members have a clear understanding of their roles and responsibilities in the implementation.
- g) Ensure that all Customer team has sufficient understanding of the product and the implementation to make their decisions and complete their deliverables.
- h) Approve (sign-off) on Questica deliverables.
- i) Certify that change orders contain a full specification of the changes required.

The Customer will have access to training materials, such as videos, online in the Questica Academy.

Data Loading

The Customer is encouraged to load the data, under the guidance of the Questica PM and supporting implementation material. This approach is the best means to full understanding in the shortest possible time.

Where the Questica PM needs to load data on The Customer's behalf (where noted in the *Scope of Implementation Services* below), the data must be provided to Questica in Excel workbooks; and must be "clean", consistent, and complete. The Questica PM is not responsible for cleaning data, will not load data "piecemeal", and will not repeatedly load data in order to repair issues and/or add missing information. Further data loads/reloads can be performed by The Customer using the software's user interface.

Integrations

Integrations are the automation of data exchange between Questica and 3rd party systems. This will use files transferred to/from an SFTP or FTPS server provided by Questica, except where alternatives are explicitly noted as options in the *Scope of Implementation Services* below.

Questica does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system's integrator. Alternatively, manual exports and imports are a practical way to transfer data.

Scope of Implementation Services

Limitation of Obligation

The services described in this section must be delivered within 13 weeks contiguous of the initial contract date and will be deemed delivered in full thereafter, with no further obligation by Questica to deliver such services.

Questica Budget Configuration & Shared Components

Function, Feature, or Service	Description	Scope
Initial Data Load of Chart of Account Data	<p>Configuration and data import of the following Questica standard data structures:</p> <ul style="list-style-type: none"> • Division/Department hierarchy. • Fund Categories and Funds. • Account Categories and Expense and Revenue GL Accounts. • Other COA dimensions. <p>Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.</p>	<p>In scope:</p> <p>All reasonable data required to support a chart of accounts, roll-ups, additional chart categorizations, budgets, and actuals.</p>
Budget Process Configuration	<p>Define and configure the statuses, stages, snapshots, additional fields, forms, grids, and change request types required to support all fundamental budgeting processes.</p> <p>The implementation assumes centralized budgeting and a standard budget development process along the lines of base budget, to department request, through budget office review, and council/board approval.</p> <p><i>The Customer is able to increase the complexity of the budget process beyond this simple model, using the software's user interface, following training.</i></p>	<p>In scope:</p> <p>Questica and The Customer will work cooperatively to define and configure all fundamental budgeting processes.</p>
Application Level Security	<p>Configuration of user accounts and role-based security, modelling a standard "pipeline" budget development and management process.</p> <p><i>The Customer is able to increase the complexity of security beyond this simple model using the software's user interface following training.</i></p>	<p>In scope:</p> <p>It is important that The Customer understands the security configuration. Questica's PM will provide advice, instruction, discuss configuration strategies, and create "template" security roles.</p>
Project Management, Configuration & Analysis	<p>The fixed price cost includes overhead of project management and analysis by the PM during implementation.</p> <p><i>Should implementation project management and consulting be required beyond the scoped period, additional time may be purchased at Questica's standard services rate.</i></p>	<p>In scope:</p> <p>Service provided until all other services are delivered or 13 weeks contiguous from project kick-off, whichever occurs first.</p>

Operating Module

The Operating module is In scope.

Function, Feature, or Service	Description	Scope
Configuration & Initial Data Load		
Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.		
Import Costing Centers	<p>Configuration and data import of standard Questica Operating data structures. At a minimum, the data will be sufficient to:</p> <ul style="list-style-type: none"> • Create Costing Centers (for each historical and current/future budget year to be loaded). • Add Costing Centers to Departments. • Associate Costing Centers with Funds. • Define Budget Promotion Stages. 	In scope
Import Budgets	<p>Import multiple years of Operating budget:</p> <ul style="list-style-type: none"> • Create dollar budget line items with GL Accounts (or The Customer's equivalent thereof) ... at the Costing Center level. <p>The budgets must be imported in year order from oldest to newest.</p> <p><i>* If budgets change after the initial data load, the client can update it directly within the system.</i></p>	<p>In scope: 2 prior years + current fiscal year budgets</p> <p>The Customer can import additional years at their discretion (there is no system restriction).</p>
Integrations		
Budget Export Integration	<p>Interface to export the adopted budget from Questica into The Customer's general ledger system.</p> <p>Data can be extracted into a text ("CSV") file, an Excel® workbook, or through a RESTful API call to a Questica ad hoc view.</p> <p>The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs.</p> <p><i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee.</i></p>	In scope: 1 point of budget export integration.
Budget Amendments Export Integration	<p>Interface to transfer individual approved amendments to the Operating budget, from Questica Budget to The Customer's general ledger, or the other direction as required.</p> <p>This interface is required only in the case where amendments must be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p> <p><i>* If this integration is required, then please discuss adding this for a one-time set-up fee.</i></p>	Not in scope
GL Actuals Import Integration	<p>Interface to copy/import financial Actuals into the Questica Operating module from The Customer's general ledger system. This interface can be automated to run on a schedule.</p>	In scope: 1 point of actuals import integration.

	<p>Data to be imported will need to be in a standard “CSV” formatted file with the following required fields/columns, in the order listed.</p> <ol style="list-style-type: none"> 1. AccountStructure 2. TransactionDate 3. Amount <p>Additional fields/columns may be added, upon the discretion of The Customer, as long as they follow Questica Budget’s format.</p> <p>Actuals can be individual transactions or monthly balance by account structure.</p> <p>The implementation allows for a reasonable number of simple automated transformations such flipping revenue signs or date formats.</p> <p>Transactions will be imported provided that the data 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 matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Questica.</p> <p><i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding this for a one-time set-up fee.</i></p>	
Optional Features	<p>The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. If “Not in scope” then these features are not part of the purchased Questica package.</p>	
Allocations Add-in	<p>The Questica Budget Allocations add-in, to automatically transfer specific budget lines to multiple costing centers. If the Capital module is in scope then budget lines can also be allocated to projects.</p>	<p>In scope:</p> <p>Shared task:</p> <p>The Customer will receive assistance from the Questica PM to create a subset of the required allocations which can then be referenced by The Customer to create the full required set.</p>
Statistical Ledger Add-in	<p>The Questica Budget Statistical Ledger add-in, to budget for non-general ledger and non-monetary values, rates and quantities (within costing centers). Also provides a convenient source of non-monetary data for the Performance Measures module.</p>	<p>In scope: 2 prior years + current fiscal year budgets</p> <p>The Customer can import additional years at their discretion (there is no system restriction).</p>

Personnel Planning & Budgeting Module

The Personnel Planning & Budgeting module is In scope.

Function, Feature, or Service	Description	Scope
Configuration & Initial Data Load		
Due to access limitations is unlikely that the Questica PM is able to perform the data extraction and will require The Customer to provide this data in Excel workbooks.		
The Questica Personnel module is not loaded or used for historical fiscal years. It will be configured only for one fiscal year which should be either: <ul style="list-style-type: none"> • Current fiscal year: The Customer will be able to verify the structure by “publishing” the Salaries to their current budget and making a comparison, but the position/employee data will be stale by one year and will need updating when rolling to the new budget year. • New budget year (first year for which a new budget is being built using Questica). Note that once in the system all salaries data is rolled with the Operating budget when creating a new budget year. It does not need to be reloaded, simply updated to match the current state.		
Import Positions & Employees	Load the lists of Employees and associated data; and Positions and their associated data (including incumbent Employee).	In scope
Import Grades & Scales	Load the list of Grades and their associated data, and any contracted pay Scales (hourly by “Step”).	In scope
Configure Benefits (“Modifiers”)	<p>Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, payroll taxes, and insurance.</p> <p>Note that modifiers are not simple 2-dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.</p> <p>The Questica system is pre-loaded with example modifiers that The Customer may find useful to use as-is, or for copying and editing to generate the supplementary personnel costs appropriate to their organization.</p> <p><i>*While <u>most</u> supplementary personnel costs can be configured and auto-calculated using “modifiers”, on occasion the rules and arithmetic of certain costs cannot be modelled and either need to be manually calculated and entered by The Customer or accommodated through custom modifiers which can be added to the implementation for a one-time setup fee.</i></p>	<p>Shared task:</p> <p>The Customer will receive assistance from the Questica PM to create a subset of the required modifiers which can then be copied and edited by The Customer as many times as needed to create the full required set.</p>
Import Position/Costing Center Allocations	<p>Load the “allocation” of Positions to the Costing Centers, to assign payroll costs of those Positions.</p> <p>Each Position may be split between multiple Costing Centers. Within each Costing Center, all payroll costs are consolidated to the account string level. You may also choose to configure the system such that it splits the costs to a more detailed level.</p>	In scope

Capital Module

The Capital module is In scope.

Function, Feature, or Service	Description	Scope
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Configuration & Initial Data Load

Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.

<p>Import Capital Projects</p>	<p>Configuration and data import of standard Questica Capital data structures. At a minimum, the data will be sufficient to:</p> <ul style="list-style-type: none"> • Create Projects (including closed projects where historical budget is being loaded). • Add Projects to the list of Departments that are consistent with, and shared by, the Operating module. • Define Project Promotion Stages. <p>The configuration data may optionally contain data to:</p> <ul style="list-style-type: none"> • Define Asset Categories & Asset Types. • Define a Single Set of Project Ranking Metrics. 	<p>In scope</p>
<p>Import Budgets</p>	<p>Import multiple years of Capital budget:</p> <ul style="list-style-type: none"> • Create dollar budget line items with GL Accounts (or The Customer’s equivalent thereof) ... at the Project level. <p>The budgets must be imported in year order from oldest to newest.</p> <p><i>* If budgets change after the initial data load, the client can update it directly within the system.</i></p>	<p>In scope: 2 prior years + current fiscal year budgets</p> <p>The Customer can import additional years at their discretion (there is no system restriction).</p>
<p>Integrations</p>		
<p>Budget Export Integration</p>	<p>Interface to export the adopted budget from Questica into The Customer’s general ledger or project control system.</p> <p>Data can be extracted into a text (“CSV”) file, an Excel® workbook, or through a RESTful API call to a Questica ad hoc view.</p> <p>The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs.</p> <p><i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee.</i></p>	<p>In scope: 1 point of budget export integration.</p>
<p>Budget Amendments Export Integration</p>	<p>Interface to transfer individual approved amendments to the Capital budget, from Questica Budget to The Customer’s general ledger, or the other direction as required.</p> <p>This interface is required only in the case where amendments must be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the “Budget Export” item above.</p>	<p>Not in scope</p>
<p>Actuals Import Integration</p>	<p>Interface to copy financial Actuals into the Questica Capital module from The Customer’s general ledger or project control system. This interface can be automated to run on a schedule.</p> <p>Data to be imported will need to be in a standard “CSV” formatted file with the following required fields/columns, in the order listed.</p>	<p>In scope: 1 point of actuals import integration.</p>

	<p>4. AccountStructure 5. TransactionDate 6. Amount</p> <p>Additional fields/columns may be added, upon the discretion of The Customer, as long as they follow Questica Budget's format.</p> <p>Actuals can be individual transactions or monthly balance by account structure.</p> <p>The implementation allows for a reasonable number of simple automated transformations such as flipping revenue signs or date formats.</p> <p>Transactions will be imported provided that the data 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 matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Questica.</p> <p><i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding this for a one-time set-up fee.</i></p>	
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Performance Measures Module

The Performance Measures module is In scope.

Function, Feature, or Service	Description	Scope
Performance Measurement Consulting	Consulting services to advise, design, promote, and enact Performance Measurement Programs.	Not in scope
Configuration & Initial Data Load		
Measure Categories and Units	Configuration of Performance Measure Categories and Units of Measure.	In scope
Measures	The Customer will receive training to determine how to enter Performance Measures into the system.	Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required measures which can then be referenced by The Customer to create the full required set.
Scorecards	The Customer will receive training to determine how to configure Performance Measure Scorecards within the system.	Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required scorecards which can then be referenced by The Customer to create the full required set.

Integrations		
Measure Actuals Import	Automated interface for importing Actuals from the many and various systems which might house data useful as Measure Actuals. <i>*If a custom integration is required then please discuss adding this for a one-time set-up fee.</i>	Not in scope

OpenBook

Use of Questica's OpenBook transparency portal is included in this system.

Function, Feature, or Service	Description	Scope
Setup & Connection	Create OpenBook instance. Connect to Questica Budget production instance with out-of-the-box API and test connectivity.	In Scope
Analysis & Design	<ul style="list-style-type: none"> Post-training review of concepts and process with The Customer, including the visualization types, their purpose and appropriate Questica Budget data sources. Assistance in determining initial set of visualizations. Review the editing and publishing of datasets from Questica Budget to OpenBook. Determination of non-Questica Budget data sources. 	In Scope
Questica Budget Configuration	Creation of "ad hoc views" in Questica to support data requirements of The Customer's OpenBook (as determined during analysis & design), typically: <ul style="list-style-type: none"> Budget Actual Budget vs Actual 	Shared task: The Questica PM will assist in configuring a reasonable number of views for the initial set of OpenBook data visualizations.
OpenBook General Configuration	Configuration of OpenBook settings, profile, UI options, and admin user.	In Scope
OpenBook Visualization Configuration	Creation of "Visualizations" in OpenBook using out-of-the-box Visualization templates, sourcing data from Questica Budget dataset and ad hoc spreadsheets.	Shared task: The Questica PM will assist in configuring a reasonable number of OpenBook data visualizations as the initial set. The customer may continue to add visualizations throughout their use of OpenBook.
OpenBook Advanced/Custom Visualizations.	Creation of more advanced visualizations, for example those requiring multiple data sources and/or new reporting entities within Questica Budget and/or custom visualisations.	Not in scope

Training

The following list details the proposed training. The PM and The Customer will determine the final training plan. 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 Topic	Description	Scope
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Implementation	A Questica Budget Implementation Guide, along with a Project/Milestone Plan, identifies all steps involved in the implementation process. This guide references pre-recorded training videos, job aids, etc. After which a PM will address Customer questions and provide advise as needed.	Customer task
Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos, after which a PM will address Customer questions and provide advice as needed.	Customer task
Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommends that users make use of the many online resources to gain expertise in this tool.	Customer task
Allocations	Training in Questica Budget's Allocations feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	In scope
Change Request	Training in Questica Budget's Change Requests feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	Customer task
Statistical Ledger	Training in Questica Budget's Statistical Ledger feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	In scope
Operating Module	Training in the use of Questica Budget's Operating module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Personnel Planning & Budgeting	Training in the use of Questica Budget's Personnel Planning & Budgeting module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Capital Module	Training in the use of Questica Budget's Capital module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Performance Measures	Training in Questica's Performance Measures module is delivered via a series of pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed.	In scope
OpenBook	Training in Questica's OpenBook module is delivered via a series of pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed.	In scope

Customizations

Custom Integrations, Business Rules (CBRs), Modifiers, User Interface

This SoW does not include the development of customizations. Customizations can be accommodated upon receipt and acceptance of a change order and will extend the implementation timeline.

Custom Reports and Report Entities

This SoW does not include the development of custom reports or report entities. Custom reporting can be accommodated upon receipt and acceptance of a change order.

Change Orders

Any changes to the agreed scope, including changes requested by The Customer within the warranty period of customizations, shall be the subject of a new change order and the work to be carried out thereunder shall be separately estimated, agreed, and billed. Questica and The Customer must draw up an agreement of design detail and cost estimate before Questica undertakes any customizations.

The work shall be billed on a time and materials basis at the contracted rate in effect at the time of estimation. Should The Customer require a more detailed design and estimate, this can be prepared, however the investigation will be billable as the design of customizations is a significant part of the work.

Warranty

Once completed, any custom work shall be warranted by Questica in accordance with the “Technical Support Services” section of the Questica Software License Agreement.

END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT



Questica

Where brilliant begins.

Questica Cloud Hosting Services Technical Standards and Requirements

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Questica Budget – Azure Cloud Hosting

Questica Budget is a 100% web application based on cloud deployment using Microsoft Azure for hosting services, managed by Questica and Microsoft Azure. These hosting services eliminate the need for customers to maintain an extensive hardware, server, and storage environment to support the system.

Hosting through Microsoft Azure is world-class, including excellent uptime, continuous point- intime backups and much more. This cloud-hosted environment is based on the following cloud benefits:

Anywhere and anytime access	With cloud-based budgeting software, the customer can access their applications and necessary data anytime and anywhere via a standard webbrowser.
Worry free IT that reduces your risk	Entrust your data to a reliable third-party service that is already very familiarwith hosting and securing the solution in the cloud, e.g., a scalable, secure cloud with proper controls and geo-redundant backups for ease of mind. Thus, it is their job to perform that maintenance, not yours! This frees upyour IT team – and your budget – to more high-priority tasks.
High levels of security	Questica relies on Microsoft Azure datacenter security to mitigate physical security, hardware disposal, redundancy options, provisions for natural disasters such as fire, loss of electricity, flood, overheating, and network access.
Quicker deployment	Cloud-based software is deployed over the Internet in a matter of hours/days as opposed to on-premise applications which need to be installed on a physical server. Questica has performed over a thousand installations, upgrades, and migrations, so much of our process is codifiedand automated.
Scalability	Our hosting instances in Azure can "scale out" and "scale up" in response tohigh demand, to maintain good performance for end users. The applicationcan run parallel copies of itself to service multiple requests simultaneously and the database has access to extensive processing power as needed through a SQL Azure Elastic Database Pool.
Lower energy costs	When you move to the cloud, you no longer have to power on-premise servers or maintain their environment. This significantly reduces the amount you pay on your energy bills.

Privacy Policy

Questica respects your privacy and is committed to protecting it through our compliance with our Privacy Policy which can be found here:

<https://www.questica.com/privacy-policy/>

Microsoft Azure Availability

Azure assures a maximum up-time availability as per the following SLA's:

- App Service web apps = 99.9%
- SQL Database = 99.9%

The Questica hosting services through Microsoft Azure provide a minimum up-time availability of 99.9% outside of scheduled maintenance.

Performance

The Questica Budget solution has passed performance tests for multiple scenarios and worked for over 400 concurrent users with resulting page response times less than one second - Questica regularly conducts numerous activities to ensure optimal performance levels, e.g., code reviews with code performance as a goal, nightly baseline performance testing, and more.

Security Standards

Questica leverages Microsoft Azure's datacenters that offer numerous compliance certifications. Microsoft Azure is built with established ISO/IEC security standards in mind, and Microsoft maintains technical and organizational measures to protect customer data. Microsoft Azure is a hyper-scale commercial infrastructure cloud platform, capable of meeting the Written Information Security Program (WISP) requirements for federal, state, and local governments.

These measures comply with the requirements set forth in such established security standards as ISO/IEC 27001 and ISO/IEC 27002, and the code of practice for cloud privacy, ISO/IEC 27018. As a hosting services provider, Microsoft Azure meets the most stringent security standards, including:

- CJIS
- SOC1 and SOC2
- DFARS
- FedRAMP
- NIST

SOC II Certification

Since all hosted services are provided via Microsoft Azure, information regarding compliance audits can be found here:

<https://azure.microsoft.com/mediahandler/files/resourcefiles/microsoft-azure-complianceofferings/Microsoft%20Azure%20Compliance%20Offerings.pdf>

Questica Budget software is SOC2 Type 2 certified yearly, and is also in the process of obtaining StateRAMP certification. This certification, in combination with Microsoft Azure SOC 2 Type II report certification, validates that the system aligns with Data Security and Management principles and standards.

Access

For Single sign-on (SSO) functionality, Questica supports "identity" via single sign-on technologies like ADFS and LDAP. By setting up the product's configuration files at installation time, we can set it to authenticate through a number of SSO providers including:

- Windows Authentication
- Mixed Mode Authentication
- Google Authentication
- CAS Authentication
- SAML 2 Authentication

With Single sign-on utilization, customers through their SSO provider control variables such as password encryption, limits on the number of login attempts, time-outs, required password formatting/strength and the duration before password expiration.

Alerts

Servers are monitored for activity and changes to the setup. Furthermore, server performance and SQL Server metrics are also tracked. Alerts are configured to notify administrators when:

- Server or site is non-responsive
- Services hosting the site are non-responsive
- Automated notifications of heavy resource usage, e.g., drive space, CPU %, throughput, etc.

Back up

Questica performs continual transactional backups, allowing point in time recovery for up to 35 days. Database backups are AES 256-bit encrypted storage, provided through Microsoft Azure hosting services.

Questica Budget has two parts, the application files (aka the site) and the database. The site changes much less frequently than the data, therefore, we maintain a backup policy for each.

Location	Production	Sandbox
Sites	Weekly for 4 weeks	Weekly for 4 weeks
Databases	- Point in time for 35 days - Weekly for 12 weeks - Monthly for 12 months	- Point in time for 14 days - Weekly for 4 weeks

Recovery Objectives

Recovery Point Objective (RPO)

The Questica hosting services provide a minimum up-time availability of 99.9% outside of scheduled maintenance which is always performed outside of regular business hours. We operate with a Recovery Point Objective (RPO) (in hours) during regular business hours which cover 8:00am to 8:00pm EST of 2 hours.

Recovery Time Objective (RTO)

Our Recovery Time Objective (RTO) during regular business hours is 4 hours. The RTO outside of regular business hours is 16 hours.

Client OS and Browser Requirements

Questica Budget is compatible with Windows Operating System Vista 7, 8, and 10, and can be accessed from popular web browsers (latest version always recommended) including:

- Microsoft Edge
- Google Chrome
- Mozilla Firefox