

## A G R E E M E N T

**THIS AGREEMENT** (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **QUESTICA, INC.**, an Ontario, Canada corporation registered to do business in Colorado, whose address is 980 Fraser Drive, Suite 105, Burlington, ON L7L 5P5 CANADA (“Contractor”), jointly “the parties.”

1. **DEFINITIONS.** Whenever used herein, any schedules, exhibits, or addenda to this Agreement, the following terms shall have the meanings assigned below. Other capitalized terms used in this Agreement are defined in the context in which they are used.
  - 1.1 **“Agreement”** means this Cloud Computing Services Agreement between City and Contractor, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference between the City and Contractor, Contract Number 201417093.
  - 1.2 **“Brand Features”** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
  - 1.3 **“Confidential Information”** means any information that a disclosing party treats in a confidential manner and that is marked “Confidential Information” prior to disclosure to the other party. Confidential Information does not include information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential Information (the "Receiving Party") with the prior written approval of the other party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; or (g) is required by law to be disclosed.
  - 1.4 **“Data”** means all information, whether in oral or written (including electronic) form, created by or in any way originating with City and End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with City and End Users, in the course of using and configuring the Services provided under this Agreement, and includes City Data, End User Data, and Protected Information.
  - 1.5 **“Data Compromise”** means any actual or reasonably suspected unauthorized access to or acquisition of computerized Data that compromises the security, confidentiality, or integrity of the Data, or the ability of City to access the Data.

- 1.6 **"Documentation"** means, collectively: (a) all materials published or otherwise made available to City by Contractor that relate to the functional, operational and/or performance capabilities of the Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Contractor that describe the functional, operational and/or performance capabilities of the Services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by City, and the responses thereto from Contractor, and any document which purports to update or revise any of the foregoing; and (d) the results of any Contractor "Use Cases Presentation", "Proof of Concept" or similar type presentations or tests provided by Contractor to City.
- 1.7 **"Downtime"** means any period of time of any duration that the Services are not made available by Contractor to City for any reason, including scheduled maintenance or Enhancements.
- 1.8 **"End User"** means the individuals (including, but not limited to employees, authorized agents, students and volunteers of City; Third Party consultants, auditors and other independent contractors performing services for City; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Services; customers of City provided services; and any external users collaborating with City) authorized by City to access and use the Services provided by Contractor under this Agreement.
- 1.9 **"End User Data"** includes End User account credentials and information, and all records sent, received, or created by or for End Users, including email content, headers, and attachments, and any Protected Information of any End User or Third Party contained therein or in any logs or other records of Contractor reflecting End User's use of Contractor Services.
- 1.10 **"Enhancements"** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Contractor may develop or acquire and incorporate into its standard version of the Services or which the Contractor has elected to make generally available to its customers.
- 1.11 **"Intellectual Property Rights"** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law.
- 1.12 **"Protected Information"** includes but is not limited to personally-identifiable information, student records, protected health information, or individual financial

information (collectively, “Protected Information”) that is subject to state or federal laws restricting the use and disclosure of such information, including, but not limited to, the Colorado Constitution; the Colorado Consumer Protection Act (Colo. Rev. Stat. Ann. § 6-1-716); and the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164).

- 1.13 “**Project Manager**” means the individual who shall serve as each party’s point of contact with the other party’s personnel as provided in this Agreement. The initial Project Managers and their contact information are set forth in the Notices section below and may be changed by a party at any time upon written notice to the other party.
- 1.14 “**RFP Response**” means any proposal submitted by Contractor to City in response to City’s Request for Proposal (“RFP”).
- 1.15 “**Services**” means Contractor’s computing solutions, provided over the Internet to City pursuant to this Agreement, that provide the functionality and/or produce the results described in the Documentation, including without limitation all Enhancements thereto and all interfaces.
- 1.16 “**Third Party**” means persons, corporations and entities other than Contractor, City or any of their employees, contractors or agents.
- 1.17 “**City Data**” includes credentials issued to City by Contractor and all records relating to City’s use of Contractor Services and administration of End User accounts, including any Protected Information of City personnel that does not otherwise constitute Protected Information of an End User.

## **2. RIGHTS AND LICENSE IN AND TO CITY AND END USER DATA**

- 2.1 The parties agree that as between them, all rights, including all Intellectual Property Rights, in and to City and End User Data shall remain the exclusive property of City, and Contractor has a limited, nonexclusive license to access and use these Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.
- 2.2 All End User Data and City Data created and/or processed by the Services is and shall remain the property of City and shall in no way become attached to the Services, nor shall Contractor have any rights in or to the Data of City.
- 2.3 This Agreement does not give a party any rights, implied or otherwise, to the other’s Data, content, or intellectual property, except as expressly stated in the Agreement.

- 2.4 City retains the right to use the Services to access and retrieve City and End User Data stored on Contractor's Services infrastructure at any time at its sole discretion.

### **3. DATA PRIVACY**

- 3.1 Contractor will use City Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for City's and its End User's sole benefit, and will not share such Data with or disclose it to any Third Party without the prior written consent of City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use such Data for Contractor's own benefit and, in particular, will not engage in "data mining" of City or End User Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by City.
- 3.2 Contractor will provide access to City and End User Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

### **4. DATA SECURITY AND INTEGRITY**

- 4.1 All facilities used to store and process City and End User Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such Data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Contractor's own Data of a similar type, and in no event less than reasonable in view of the type and nature of the Data involved.
- 4.2 Contractor warrants that all City Data and End User Data will be encrypted in transmission (including via web interface) and in storage at a level equivalent to or stronger than 128-bit level encryption.
- 4.3 Contractor shall at all times use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting in providing Services under this Agreement.
- 4.4 Prior to the Effective Date of this Agreement, Contractor will at its expense conduct or have conducted the following, and thereafter, Contractor will at its

expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Compromise:

- 4.4.1 A SSAE 16/SOC 2 or other mutually agreed upon audit of Contractor's security policies, procedures and controls;
- 4.4.2 A vulnerability scan, performed by a Third Party scanner, of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement; and,
- 4.4.3 A formal penetration test, performed by a process and qualified personnel, of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement.

The same will be evidenced by providing the City a copy of the Successful Audit Letter and a Scope of Audit Document (outlining what is included in the audit). Audit Report will not include "private" information, defined as proprietary environment/infrastructure detail not specific to systems that process or transmit City data.

Additionally, Contractor will make the City environment available at any time for a full audit by the City at the City's expense.

- 4.5 Contractor will provide City the reports or other documentation resulting from the above audits, certifications, scans and tests within seven (7) business days of Contractor's receipt of such results.
- 4.6 Based on the results of the above audits, certifications, scans and tests, Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement, and provide City with written evidence of remediation.
- 4.7 City may require, at its expense, that Contractor perform additional audits and tests, the results of which will be provided to City within seven (7) business days of Contractor's receipt of such results.
- 4.8 Contractor shall protect City and End User Data against deterioration or degradation of Data quality and authenticity, including, but not limited to annual Third Party Data integrity audits. Contractor will provide City the results of the above audits, along with Contractor's

## **5. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA**

- 5.1 Except as otherwise expressly prohibited by law, Contractor will:
  - 5.1.1 If required by a court of competent jurisdiction or an administrative body to disclose City and/or End User Data, Contractor will notify City in

writing immediately upon receiving notice of such requirement and prior to any such disclosure;

5.1.2 Consult with City regarding its response;

5.1.3 Cooperate with City's reasonable requests in connection with efforts by City to intervene and quash or modify the legal order, demand or request; and

5.1.4 Upon City's request, provide City with a copy of its response.

5.2 If City receives a subpoena, warrant, or other legal order, demand or request seeking City or End User Data maintained by Contractor, City will promptly provide a copy to Contractor. Contractor will supply City with copies of Data required for City to respond within forty-eight (48) hours after receipt of copy from City, and will cooperate with City's reasonable requests in connection with its response.

## **6. DATA COMPROMISE RESPONSE**

6.1 Contractor shall report, either orally or in writing, to City any Data Compromise involving City or End User Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of City or End User Data, not authorized by this Agreement or in writing by City, including any reasonable belief that an unauthorized individual has accessed City or End User Data. Contractor shall make the report to City immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data Compromises will be reduced to writing and supplied to City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

6.2 Immediately upon becoming aware of any such Data Compromise, Contractor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved.

6.3 Contractor's report discussed herein shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the City or End User Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

6.4 Within five (5) calendar days of the date Contractor becomes aware of any such Data Compromise, Contractor shall have completed implementation of corrective

actions to remedy the Data Compromise, restore City access to the Services as directed by City, and prevent further similar unauthorized use or disclosure.

- 6.5 Contractor, at its expense, shall cooperate fully with City's investigation of and response to any such Data Compromise incident.
- 6.6 Except as otherwise required by law, Contractor will not provide notice of the incident directly to the persons whose Data were involved, regulatory agencies, or other entities, without prior written permission from City.
- 6.7 Notwithstanding any other provision of this agreement, and in addition to any other remedies available to City under law or equity, Contractor will promptly reimburse City in full for all costs incurred by City in any investigation, remediation or litigation resulting from any such Data Compromise, including but not limited to providing notification to Third Parties whose Data were compromised and to regulatory bodies, law-enforcement agencies or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Compromise in such a fashion that, in City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Data Compromise.

## **7. DATA RETENTION AND DISPOSAL**

- 7.1 Contractor will retain Data in an End User's account, including attachments, until the End User deletes them or for the time period mutually agreed to by the parties in this Agreement.
- 7.2 Using appropriate and reliable storage media, Contractor will regularly backup City and End User Data and retain such backup copies for a minimum of twelve (12) months.
- 7.3 At the City's election, Contractor will either securely destroy or transmit to City repository any backup copies of City and/or End User Data. Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.
- 7.4 Contractor will retain logs associated with End User activity for a minimum of twelve (12) months.
- 7.5 Contractor will immediately place a "hold" on Data destruction or disposal under its usual records retention policies of records that include City and End User Data, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the

circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City.

## **8. DATA TRANSFER UPON TERMINATION OR EXPIRATION**

- 8.1 Upon termination or expiration of this Agreement, Contractor will ensure that all City and End User Data are securely transferred to City, or a Third Party designated by City, within thirty (30) calendar days. Contractor will ensure that such migration uses facilities and methods that are compatible with the relevant systems of City, and that City will have access to City and End User Data during the transition. In the event that it is not possible to transfer the aforementioned data to City in a format that does not require proprietary software to access the data, Contractor shall provide City with an unlimited use, perpetual license to any proprietary software necessary in order to gain access to the data.
- 8.2 Contractor will provide City with no less than ninety (90) calendar days notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. This includes immediate transfer of any previously escrowed assets and Data and providing City access to Contractor's facilities to remove and destroy City-owned assets and Data.
- 8.3 Along with the notice described above, Contractor will provide:
  - a) In the event of termination for cause: a fully documented service description documenting services provided and custom configurations required to facilitate the same, all data in a format as requested by the City, and perform and document a gap analysis by examining any differences between its Services and those to be provided by its successor.
  - b) In the event of expiration: a fully documented service description documenting services provided and custom configurations required to facilitate the same and complete transfer of data in excel format with a full data dictionary.
- 8.4 Contractor will provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to City.
- 8.5 Contractor shall implement its contingency and/or exit plans and take all necessary actions to provide for an effective and efficient transition of service with minimal disruption to City. Contractor will work closely with its successor to ensure a successful transition to the new service and/or equipment, with



minimal Downtime and effect on City, all such work to be coordinated and performed no less than ninety (90) calendar days in advance of the formal, final transition date.

9. **SERVICE LEVELS.** Incorporated into Agreement and Scope of Work.
10. **INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE.** Incorporated into Agreement and Scope of Work.
11. **INSTITUTIONAL BRANDING.** Contractor Services will provide reasonable and appropriate opportunities for City branding of Contractor Services. Each party shall have the right to use the other party's Brand Features only in connection with performing the functions provided in this Agreement and as specified in the attached Plan. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in and to those features. Contractor may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission obtained from City personnel authorized to permit City brand use.
12. **COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES.** Contractor will comply with all applicable laws in performing Services under this Agreement. Any Contractor personnel visiting City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. City will provide copies of such policies to Contractor upon request.
13. **WARRANTIES, REPRESENTATIONS AND COVENANTS**

Services Warranty. Contractor represents and warrants that the Services provided to City under this Agreement shall conform to, be performed, function, and produce results substantially in accordance with the Documentation. Contractor shall offer City warranty coverage equal to or greater than the Contractor's standard warranty policy.

Contractor's obligations for breach of the Services Warranty shall be limited to using its best efforts, at its own expense, to correct or replace that portion of the Services which fails to conform to such warranty, and, if Contractor is unable to correct any breach in the Services Warranty by the date which is sixty (60) calendar days after City provides notice of such breach, City may, in its sole discretion, either extend the time for Contractor to cure the breach or terminate this Agreement per section 22 of this Agreement.

- 13.1 Disabling Code Warranty. Contractor represents, warrants and agrees that the Services do not contain and City will not receive from Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code,

including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system or Data (a "Disabling Code").

In the event a Disabling Code is identified, Contractor shall take all steps necessary, at no additional cost to City, to: (a) restore and/or reconstruct any and all Data lost by City as a result of Disabling Code; (b) furnish to City a corrected version of the Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Services at no additional cost to City. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

- 13.2 Intellectual Property Warranty. Contractor represents, warrants and agrees that: Contractor has all Intellectual Property Rights necessary to provide the Services to City in accordance with the terms of this Agreement; Contractor is the sole owner or is a valid licensee of all software, text, pictures, audio, video, logos and copy that provides the foundation for provision of the Services, and has secured all necessary licenses, consents, and authorizations with respect to the use of these underlying elements; the Services do not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third Party; and there is currently no actual or threatened suit against Contractor by any Third Party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.
- 13.3 Warranty of Authority. Each party represents and warrants that it has the right to enter into this Agreement. Contractor represents and warrants that it has the unrestricted right to provide the Services, and that it has the financial viability to fulfill its obligations under this Agreement. Contractor represents, warrants and agrees that the Services shall be free and clear of all liens, claims, encumbrances or demands of Third Parties. Contractor represents and warrants that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the Services. This warranty shall survive the expiration or termination of this Agreement.
- 13.4 Third Party Warranties and Indemnities. Contractor will assign to City all Third Party warranties and indemnities that Contractor receives in connection with any products provided to City. To the extent that Contractor is not permitted to assign any warranties or indemnities through to City, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of City to the extent Contractor is permitted to do so under the terms of the applicable Third Party agreements.
- 13.5 Date/Time Change Warranty. Contractor represents and warrants to City that the Services provided will accurately process date and time-based calculations under circumstances of change including, but not limited to: century changes and daylight saving time changes. Contractor must repair any date/time change defects at Contractor's own expense.

- 13.6 Most Favored Customer Warranty. Contractor represents and warrants and agrees that the “travel included” hourly rates for Services and other fees stated herein shall not exceed those of other customers within a 250 mile radius of the City, who entered a similar agreement within the prior 12 months.
- 13.7 Compliance With Laws Warranty. Contractor represents and warrants to City that it will comply with all applicable laws, including its tax responsibilities, pertaining to the Agreement and its provision of the Services to City.
- 13.8 THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **14. CONFIDENTIALITY**

- 14.1 Each party acknowledges that certain information that it shall acquire from the other is of a special and unique character and constitutes Confidential Information.
- 14.2 The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However: (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena). Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to City are subject to applicable state and federal law, including the Colorado Open Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.
- 14.3 Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to City are subject to applicable state and federal law, including the Colorado Public Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.

15. **PROTECTED INFORMATION.** During the course of this Agreement, should Contractor come into possession of any Protected Information, Contractor may not disclose this information to any Third Party under any circumstances.
16. **SOFTWARE AS A SERVICE, SUPPORT AND SERVICES TO BE PERFORMED:**
- 16.1 Contractor, under the general direction of, and in coordination with, the City's Chief Information Officer or other designated supervisory personnel (the "Manager") agrees to provide the Software as a Service (the "Software Hosting") listed on Exhibit A, and perform the technology related services described on attached Exhibit A (the "Statement of Work" or "SOW") and provide the software support services described on attached Exhibit A.
- 16.2 As the Manager directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on to the City's satisfaction.
- 16.3 The Contractor is ready, willing, and able to provide the services required by this Agreement.
- 16.4 The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
- 16.5 **User ID Credentials.** Internal corporate or customer (tenant) user account credentials shall be restricted as per the following, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures:
- a) Identity trust verification and service-to-service application (API) and information processing interoperability (*e.g.*, SSO and Federation)
  - b) Account credential lifecycle management from instantiation through revocation
  - c) Account credential and/or identity store minimization or re-use when feasible
  - d) Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (*e.g.*, strong/multi-factor, expireable, non-shared authentication secrets)
- 16.6 **Vendor Supported Releases.** The provider shall maintain the currency all third-party software used in the development and execution or use of the software including, but not limited to: all code libraries, frameworks, components, and other products (*e.g.*, Java JRE, code signing certificates, .NET, jquery pluggins, etc.), whether commercial, free, open-source, or closed-source; with third-party vendor approved and supported releases.

16.7 **Oracle Identity Management.** The City's Identity and Access Management (IdM) system is an integrated infrastructure solution that enables many of the City's services and online resources to operate more efficiently, effectively, economically and securely. All new and proposed applications must utilize the authentication and authorization functions and components of the IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions, regardless to where the application is hosted.

**17. GRANT OF LICENSE; RESTRICTIONS:**

17.1 Contractor hereby grants to City a right and license to: (a) display, perform, and use the Software Hosting; and (b) use all intellectual property rights necessary to use the Software Hosting as authorized in subparagraph (a).

17.2 Title to and ownership of the Software will remain with Contractor. City will not reverse engineer or reverse compile any part of the Software. City will not remove, obscure or deface any proprietary notice or legend contained in the Software or documentation without Contractor's prior written consent.

**18. DELIVERY AND ACCEPTANCE:**

18.1 Upon set up of the Software Hosting, the City will test and evaluate same to ensure that it conforms, in the City's reasonable judgment, to the specifications outlined in the SOW. If the Software does not conform, the City will so notify Contractor in writing within sixty (60) days. Contractor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City's notice of deficiency. The foregoing procedure will be repeated until the City accepts or finally rejects the product, in whole or part, in its sole discretion. In the event that the Software Hosting does not perform to the City's satisfaction, the City reserves the right to repudiate acceptance. In the event that the City finally rejects the Software Hosting, or repudiates acceptance of it, Contractor will refund to the City all fees paid, if any, by the City with respect to the rejected product.

18.2 If the City is not satisfied with the Contractor's performance of the services described in the SOW, the City will so notify Contractor within thirty (30) days after Contractor's performance thereof. Contractor will, at its own expense, re-perform the service within fifteen (15) days after receipt of City's notice of deficiency. The foregoing procedure will be repeated until City accepts or finally rejects the service in its sole discretion. In the event that City finally rejects any service, Contractor will refund to City all fees paid by City with respect to such service.

**19. TERM:** The term of the Agreement is from August 1, 2014 through August 1, 2020.

**20. COMPENSATION AND PAYMENT:**

20.1 Fee: The fee for the software and services described in Exhibit A is \$2,240,000.00 (the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with the Payment Milestones in Exhibit A.

20.2 Reimbursement Expenses: The fees specified above include all expenses, and no other expenses shall be separately reimbursed hereunder.

20.3 Invoicing: Contractor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City’s Prompt Payment Ordinance.

20.4 Maximum Contract Liability:

20.4.1 Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION TWO HUNDRED FORTY THOUSAND DOLLARS** (\$2,240,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Contractor’s risk and without authorization under the Agreement.

20.4.2 The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**21. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**22. TERMINATION:**

22.1 The City has the right to terminate the Agreement with cause upon written notice and the expiration of a 10 day Contractor cure period, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

- 22.2 Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
- 22.3 Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.
23. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.
24. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.
25. **INSURANCE:**
- 25.1 General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of

cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- 25.2 Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- 25.3 Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- 25.4 Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
- 25.5 Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- 25.6 Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury



caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

25.7 Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

25.8 Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

25.9 Technology Errors & Omissions: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

25.10 Additional Provisions:

25.10.1 For Commercial General Liability and Excess Liability, the policies must provide the following:

25.10.1.1 That this Agreement is an Insured Contract under the policy;

25.10.1.2 Defense costs are outside the limits of liability;

25.10.1.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

25.10.1.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

25.10.2 For claims-made coverage:

25.10.2.1 The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

25.10.2.2 Contractor shall advise the City in the event any general aggregate or other aggregate limits are

reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**26. REPRESENTATION AND WARRANTY:** Contractor represents and warrants that:

- 26.1 The Software will conform to applicable specifications, operate in substantial compliance with applicable documentation, and will be free from deficiencies and defects in materials, workmanship, design and/or performance;
- 26.2 all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;
- 26.3 all services will conform to applicable specifications and the Exhibits attached hereto;
- 26.4 it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party;
- 26.5 there are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any third party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;
- 26.6 the Software will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party;
- 26.7 the Software will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data; and the media on which all Software is furnished are and will be, under normal use, free from defects in materials and workmanship.

**27. DEFENSE AND INDEMNIFICATION:**

- 27.1 Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City

for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

- 27.2 Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.
- 27.3 Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- 27.4 Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- 27.5 This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- 27.6 Contractor will, at Contractor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim that the Software, services, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify Contractor in writing of any claim and cooperate with Contractor and its legal counsel in the defense thereof. Contractor may in its discretion (i) contest, (ii) settle, (iii) procure for the City the right to continue using the Software, or (iv) modify or replace the infringing Software so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If Contractor concludes in its reasonable judgment that none of the foregoing options are commercially reasonable, then Contractor will refund a pro rata portion (based on a 5 year straight line depreciation running from City's final acceptance of the Software) of the Software license fee(s) paid by the City under this Agreement and reimburse the City for all reasonable expenses for removal and replacement of the Software.
28. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and

all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).

29. **TAXES, CHARGES AND PENALTIES:** The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.
30. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.
31. **NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
32. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
33. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.
34. **SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.
35. **CONFLICT OF INTEREST:**

35.1 No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

35.2 The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

36. **NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Chief Information Officer or Designee  
201 West Colfax Avenue, Dept. 301  
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

37. **DISPUTES:** All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.

38. **GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the

City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

39. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.
40. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.
41. **CONFIDENTIAL INFORMATION; OPEN RECORDS:**
- 41.1 **City Information:** Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.
- 41.2 **Use and protection of Proprietary Data or Confidential Information:**
- 41.2.1 Except as expressly provided by the terms of this Agreement, Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other

than performing its obligations under this Agreement. Contractor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to Contractor any right or license to use such data except as provided in this Agreement. Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Manager and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

41.2.2 Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

41.2.3 Employees and Sub-Contractor: Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

41.3 Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the City immediately.

41.4 Contractor’s Information: The City shall endeavor, to the extent provided by law, to comply with the confidentiality provisions set out in the End User License Agreement, provided, however, that The City understands and agrees that the Contractor software and documentation including, but not limited to, the Source Code, Object Code, the Interface Requirements Document(s) Acceptance Test

Procedures, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively “Contractor Confidential Information”) constitute the valuable properties and trade secrets of Contractor, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Contractor a competitive advantage. The City agrees during the term of this Agreement and the license granted hereunder, and thereafter, to hold the Contractor Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City’s exercise of the license rights granted hereunder, and except as required by the parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. (2003). In the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

42. **LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
43. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
44. **ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.



45. **SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
46. **INUREMENT:** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
47. **TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
48. **FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.
49. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.
50. **CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.
51. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
52. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on

the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

53. **ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
54. **LIMITATION OF LIABILITY:** CONTRACTOR'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THREE TIMES THE AMOUNT PAID BY THE CITY IN THE FIRST TWELVE MONTHS OF THE AGREEMENT, OR ONE MILLION DOLLARS WHICHEVER IS GREATER.
55. **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.

## EXHIBITS

A-SCOPE OF WORK

B-CERTIFICATE OF INSURANCE

EXHIBIT A-SCOPE OF WORK



Technology Services  
Program Management Office

Scope of Work  
**Budget Replacement System**  
Budget Management Office

Version:  
2.0  
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7/2/2014

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## Document Revision History

Version	Editor	Date	Summary
1.0	Rick Brunet	05.12.14	Initial Draft
1.1	Rick Brunet	05.16.14	Updated per initial business & technical review
1.2	Rick Brunet	05.23.14	Update to Payment Terms with verbiage from Cindy Zec
1.3	Rick Brunet	05.27.14	Blend with Questica provided SOW
1.4	Rick Brunet	05.29.14	Added pricing, customization requirements, & SLA attachment
1.5	Rick Brunet	06.03.14	Final Business & Technical review changes and milestone modularization <ul style="list-style-type: none"> <li>• Kelly Greunke <i>[Budget Operations Manager]</i></li> <li>• Rory Regan <i>[Associate Financial Management Analyst]</i></li> <li>• Alla Feldman <i>[Financial Management Specialist]</i></li> <li>• Bill Brohl <i>[Senior ERP Systems Analyst]</i></li> </ul>
1.6	Rick Brunet	06.06.14	Final Technical Review changes <ul style="list-style-type: none"> <li>• Cindy Zec <i>[TS Enterprise Applications Director, Contract Manager]</i></li> </ul>
1.7	Rick Brunet	06.13.14	Cursory Legal Review changes
1.8	Rick Brunet	06.23.14	Final Executive Review changes by: <ul style="list-style-type: none"> <li>✓ Brendan Hanlon <i>[BMO Budget Director]</i></li> <li>✓ Chris Binnicker <i>[TS DCIO]</i></li> <li>✓ Cindy Zec <i>[TS Enterprise Applications Director, Contract Manager]</i></li> <li>✓ Mike Wright <i>[TS Architecture Director]</i></li> <li>✓ Steve Coury <i>[TS CISO]</i></li> <li>✓ Andrea Denis <i>[TS PMO Director]</i></li> </ul>
1.9	Rick Brunet	06.27.14	Questica Review Changes
2.0	Rick Brunet	07.02.14	FINAL Draft for use with Questica Contract

## Introduction

Denver’s Budget Management Office (BMO) prepares and oversees the implementation of the City’s budget; evaluates new initiatives and program proposals by City agencies; makes budget recommendations to the Mayor and collects and analyzes fiscal data related to the operation of the City government. The office also evaluates the financial aspects of major policy issues and acts as a resource to the Administration and to departments regarding service delivery improvements and cost controls.

The BMO currently manages the Annual Budget, Capital Budget, Revenue, Expenditures, Grants, and a variety of analysis via a legacy application. The goal of this Scope of Work (SOW) is to implement a Cloud based Budget Replacement System to replace an unsupported and technologically obsolete system used to manage the City’s \$2.1 billion budget, decrease process cycle times via automation, expand BMO’s financial analytics capabilities via robust reporting and long-term financial forecasting, and have a single source software housing dedicated modules for operating, capital and special revenue budgets as well as performance management tracking and all budget forms.

Per the RFP: The new budget software will provide functionality that is needed by the City. The new software should interface with PeopleSoft, eliminating manual processes for transferring information between the two systems. The new software will also have all budget data in one system including a CIP (Capital Improvement Program) module. Ideally it would also include long range forecasting and performance management capabilities.

The system will meet the requirements agreed by Technology Services and Questica as per the RFP and any additional Fit-Gap determinations toward meeting deliverables and requirements as laid out in this SOW.

The payment schedule for the work performed by Questica for this project is listed in [Attachment A – Payment Terms](#).

## BMO Technology Standards

This section describes the BMO’s technology standards. Questica shall provide a solution compatible with these standards.

### Desktop and Laptop Standards

Desktop Component	Minimum Standard
Desktop Operating Software	Windows 7 64 bit edition and above
Business Software Suite	Microsoft Office 2007 and above
Browser	Microsoft Internet Explorer 7.0 and above, FireFox, Google Chrome, and Safari
Email Client	Microsoft Outlook 2007 and above
Generic Readers	Adobe Acrobat 9 (Reader 11)

### Server / Operating Software / Database / PeopleSoft Enterprise Standards

Business Application Components	Minimum Standard
Database Servers OS	Red Hat Enterprise Linux x86-64   Oracle 11gR2 64-bit
Application Servers OS	Red Hat Enterprise Linux x86-64   Oracle Tuxedo 10.3
Web Server OS	Red Hat Enterprise Linux x86-64   Oracle Weblogic 10.3
DBMS	Oracle 11gR2 64-bit

Network Configuration and Network Operating Software Standards

Network Component	Minimum Standard
Network Backbone	ATM
Network Protocols	TCP-IP 10/100
Network Operating Software	Windows Server 2008 R2 64 bit and above
Topology	Switched Ethernet to the desktop (Ethernet II), wireless Sprint EVDO
Cable Infrastructure	Category 5
File and Print Services	Windows Server 2008 R2 64 bit and above
Application Servers	HP & DELL Servers
Backup	Backup Exec 2010
Messaging Server	Microsoft Exchange 2007

**Timeline**

Work shall be performed according to the milestone timeline below, which is based on the Contract Signing Date (CSD) of no later than 08.18.14. Dates may change based on mutual agreement between City and Questica.

M#	Milestones	Scheduled Completion
<b>M00</b>	Hosting Environment Initialization	08.22.14
<b>M01</b>	Planning and Analysis	10.07.14
<b>M02</b>	Design & Framework	09.23.14
<b>M03A</b>	Build and Configure – Operating Module	01.15.15
<b>M03B</b>	Build and Configure – Salaries Module	01.09.15
<b>M03C</b>	Build and Configure – Capital Module	02.11.15
<b>M03D</b>	Build and Configure – Finite Matters Modules	09.15.15
<b>M03E</b>	Build and Configure – Customizations	03.11.15
<b>M04</b>	Testing	02.13.15
<b>M05</b>	Deployment	01.16.15
<b>M06</b>	Training and Documentation	03.13.15
<b>M07</b>	Accept and Close Out	03.18.15

**Project Management**

**Questica Project Management Responsibilities**

- 1) Coordinating the development of the project plan in consultation with the City project manager and team members.
- 2) Managing, in conjunction with City PM where applicable, escalations where needed.
- 3) Management of Questica and Partner resources and teams to ensure the timely delivery of items identified as “In scope” within this SOW.
- 4) Ensuring that members of the City staff are sufficiently educated in the Questica Budget application to understand the implications of initial design decisions.
- 5) Providing the City with timely and detailed descriptions of the items identified as “City task” within this SOW.
- 6) Advising the City of expected completion dates for items identified as “City task” within this SOW.



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- 7) Advising the City of the impact on the expected delivery dates of “City task” items when prerequisite City tasks, such as the completion of data import templates or approval of report specifications, are advanced or delayed.
- 8) Monitoring the progress of the project and advising the City of risks to its on-time completion.
- 9) Coordinating the completion and approval of change orders.

### City Project Management Responsibilities

- 1) The timely delivery of items identified as “City task” within this SOW.
- 2) Advising Questica of expected delivery dates for items identified as “City task” within this SOW.
- 3) Ensuring that change orders contain a full specification of the changes required.
- 4) Ensuring that customizations are fully specified and documented.
- 5) Ensuring that all City team members have a clear understanding of their responsibilities to the project.

### City Resources

The requirement for City resources is variable with:

- 1) The duration of the project.
- 2) The degree of internal City consultation.
- 3) The level of internal City agreement.
- 4) The number of customizations.
- 5) The familiarity of City staff with the SQL Server environment.

## Milestones

### M00: Hosting Environment Initialization

Upon contract signing, Questica to provide availability to software in the hosting environment and establish the additional environments as set forth in Section *M03: Build and Configuration*.

### M01: Planning and Analysis

Questica shall assign a Project Manager who shall be available to the City. Questica’s Project Manager (QPM) is to provide direction and control of Questica’s project personnel and to establish a framework for contract communication, reporting, procedural and contractual activity. Throughout the progression of the project milestones through Final Software Acceptance, the QPM shall be responsible for the following:

- 1) Review all Scope of Work (SOW) & Contract documents with the City Project Manager (CPM);
- 2) Coordinate and manage the activities of Questica’s project personnel;
- 3) Maintain Contract communications through the CPM; and,

- 4) Develop documentation for this Contract.

### Planning Deliverables:

- 1) *Project Charter*: Questica, in coordination with the City Project Manager, shall assist in creating the initial Project Plan as needed to satisfy the City's documentation, reporting and oversight requirements. The items that follow are subsections within the Project Charter template:
  - a) Business Objectives – Shall list the high level project objectives for this scheduling project.
  - b) Scope Overview – Shall list the high level goals for this scheduling project.
  - c) Integrated Business Solution – Shall detail how the high level goals will be integrated to ensure a well-designed foundation for People Soft and other potential enterprise applications.
  - d) Integrated Governance and Project Structure – Shall detail the key resources, roles and responsibilities sufficient to support project completion.
  - e) Project Critical Success Factors – Shall list the key project factors that should be observed in order to deliver the project on time and within budget.
  - f) Integrated Milestones – Shall list the high level tasks necessary to fulfill the contractual obligations of this project.
  - g) Risk Management Plan - Shall document and communicate known risks and evaluate potential risks in all phases of the Contract. The plan shall include mitigation strategies and establish the framework for identifying, managing and controlling risks. It shall also reflect how Questica defines risk, impact and probability.
- 2) Additionally, beyond the Project Charter, following planning related artifacts shall be created by Questica:
  - a) The project plan will be prepared by the Questica project manager in consultation with the City's project manager and team members.
  - b) The project planning phase will determine whether Questica Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.
  - c) Integrated Project Plan (Work Breakdown Structure): Questica shall provide details on work that will be completed in each Contract phase, the amount of time expected to complete each task, and the staff or resources assigned to complete each task. At a minimum, this plan shall include an estimated but complete resource loaded schedule, including any constraints or assumptions. Questica shall employ professional project management software such as Microsoft Project.
  - d) Project Directory: Questica and City shall list the resources and their contact information associated with the project.
  - e) Risk Register: Questica shall provide the format for recording project risks. Risks will be discussed during weekly project meetings (including QPM, BMO, CPM, etc.). A risk assessment meeting will be held monthly.
  - f) Quality Management Plan – Shall define the steps / processes to be used to ensure a sufficient level of quality is maintained throughout the life of the project.
  - g) Communication Plan – Questica shall assist in defining the steps / processes / tools available to communicate project information to City and CPM. Communication to City employees is the sole responsibility of the City.
  - h) Reports and Data Migration Methodologies - Questica shall describe the approach and define the details of the Software implementation as it pertains to required reports and data migration methodologies.
- 3) The City shall have the right to request new resources from Questica should the City deem they are not a good fit for the project, with the changes in resources being as immediate as possible.
- 4) Questica will work with the City to conduct a fit-gap analysis to determine what solution functionality best meets the City's requirements (as specified in the functional and technical requirements documents).
  - a) Questica will assist with the final gathering of the business requirements.
  - b) Questica will be responsible for creating the final list of functional and technical requirements if applicable.
  - c) Questica will be onsite for the full duration of requirements gathering.
  - d) Any gaps in functionality with the City's requirements shall be mutually agreed upon before moving forward with the project.

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- e) Questica will include up to 150 hours of discretionary allowance to address instances where a discrepancy in exists between City's intended requirement and Questica's interpretation of same. The hours will be directed and prioritized based on mutual agreement between City and Questica. Any hours beyond the 150 hour discretionary allowance will require a change order.
- 5) Questica will work with the City to determine and document a Work Breakdown Structure of all necessary work items to complete the implementation of the new budget system.
- 6) Questica will work with the City to create and document a project schedule for implementation.
- 7) Develop detailed cutover plan including:
  - a) Rollout plan including ordered, detailed tasks.
  - b) Back-out plan including ordered, detailed tasks.
  - c) Questica and City staff resource plan during cutover.
  - d) Outage planning and communication.
- 8) Change Management Plan - Questica shall help the City develop an appropriate change management strategy that at a minimum will:
  - a) Identify and fully articulate the organizational changes that the initiative will bring;
  - b) Develop specific transition and communication strategies for the various stakeholder groups;
  - c) Develop strategies for mitigating and managing major barriers for implementation;
  - d) Define how changes to the SOW and agreed requirements are to be evaluated, changed and coordinated within the contract;
  - e) Work with City counterpart(s) and communication support staff.
- 9) The implementation of each Questica Budget module will involve the following stages:
  - a) An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations – and onsite training in how to do so.
  - b) A determination of how best to configure and, if necessary, customize the module to meet the objectives of the City.
  - c) An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations, along with recommendations and assistance in developing or changing business processes if necessary.
  - d) Documentation of the agreed configuration and customizations.
  - e) The preparation of data import templates consistent with the agreed configuration and customizations.
  - f) The completion by the City of the data import templates.
  - g) The import by Questica of the data import templates.
  - h) City approval of the imported Questica Budget structures and data.
  - i) The creation of custom report views to support the reporting of custom fields.
  - j) Onsite training in the use of report views for Report Builder 3.0.
  - k) Determination of custom reporting requirements that cannot be met by the standard reports and standard Report Builder 3.0 functionality – and assistance in building those falling into agreed deliverables / requirements or fit gap requirements, with change orders required for all others.
  - l) The preparation of change orders including the specifications for any required custom reports.
  - m) The development by Questica of any required custom reports.
  - n) The testing and acceptance by the City of custom reports and ad hoc models.
  - o) The deployment of custom reports and ad hoc models.
  - p) The development of an integration strategy for updating the Questica Budget database with actual result data from the financial system and the passing of budget data into the financial system.
  - q) The development by the City of the integration components that are required to access actual data from the financial system/HR System and update the financial system with budget data.
  - r) The development by Questica (for all modules) of:
    - i) The integration components that transform budget data prior to updating the financial system;
    - ii) The integration components that transform actual result data prior to updating the Questica Budget database;

- iii) The integration components required to initiate the execution of integrations.
- s) The deployment of all integration components.
- t) The testing and acceptance by the City of the integration components.

### M02: Design

Questica shall be responsible for designing the Software to meet the agreed requirements.

#### Design Deliverables

Questica shall provide City with the following:

- 1) Technical architecture design documentation.
- 2) Questica shall assist City to review form business rules and policies. Based on that review, Questica shall use this information to form the Software during Configuration (M03).
- 3) Questica shall assist City to review approval policies. Based on that review, Questica shall use this information to develop the Software during Configuration (M03).
- 4) Data migration design: Work to include analysis of legacy systems to be migrated to the Software.
- 5) Reports Review requirement: Questica will verify that the standard reports available from Questica Budget meet BMO reporting requirements. If any requirements are not met Questica will work with BMO to define specific custom reporting needs.
- 6) Questica will be responsible for creating the configuration guide (detailing how to configure the system):
  - a) Includes architecting workflows;
  - b) Includes module configuration per the requirements document; and,
  - c) Includes basic onsite training around the same.
- 7) Questica will design historical data migration procedure.
- 8) Questica will develop mutually agreed upon Service Level Agreement (SLA) and performance metrics.
- 9) Questica will work with the City to architect the creation of the budget book template and schedules.
- 10) Questica will assist in developing and documenting test plans and scripts for system and user acceptance testing.

#### *Fit Gap Meetings / Requirements Validation Deliverables*

Questica shall provide a Fit Gap Report (FGR). The FGR is a living document measuring Software functionality against the agreed requirements. The purpose of the FGR is to measure and report progress in addressing gaps and to ensure problems are reported and addressed in a timely manner.

Over the course of the Contract, Questica and the City will work together to provide Software demonstrations and validation meetings (Fit Gap Meetings) with BMO staff to confirm the Software meets the needs of its intended users. These efforts will produce clarifications to existing agreed requirements as well as identification of requirements that may not have been captured previously. Questica shall provide the requirements clarified or identified during this process. Clarifications and/or additions shall be tracked in the FGR.

### M03: Build and Configuration

Questica shall be responsible for initial software configuration based upon the City's agreed requirements in preparation for initial user testing. The City will assist in the configuration of the software.

#### Global Configuration Deliverables

Questica shall:

- 1) Configure the Software to meet City agreed requirements as determined by the FGR. Assist the City to create and configure users, groups and roles.
- 2) Provide training on and assistance in creating and configuring user and role permissions.
- 3) Configure Software with Business Rules and workflows as determined during the Design phase and by using the FGR.
- 4) Create additional reports as needed and identified which fall into agreed deliverables / requirements or fit gap requirements, with change orders required for all others.
- 5) Create and configure any BMO specific information as outlined in the requirements and FGR, including but not limited to:
  - a) All chartfield elements; and,
  - b) Layers (aka Dimensions).
- 6) Implement integration with IDM (Oracle) to authenticate to BMO domain.
- 7) On-the-job onsite training for City personnel for Software configuration.
- 8) Preliminary testing of the Software configuration to ensure the Software functions accurately.
  - a) Assist the City with the testing of the Software configuration.
- 9) Provide a configuration document detailing system interfaces.
- 10) Provide (and maintain) 4 environments (Development, Test, QA, and Production).
- 11) Questica will be responsible for any custom development to meet requirements identified in the RFP and requirements referenced within this SOW:
  - a) For any custom development, Questica will need to provide technical specifications.
- 12) Questica will work with the City to configure the system including:
  - a) Forms for data entry;
  - b) Configure workflows;
  - c) Configure user access/security; noting,
    - i. Initial training of BMO Admin staff around same to allow for subsequent BMO administration in the event of future business process changes.
- 13) Questica will work with the City to build data interface(s) to and from PeopleSoft. Questica will be responsible for developing the interface(s) in/out of the Questica Budget system from the PeopleSoft system. Questica will also be responsible for providing budget data files in a pre-determined format for interfacing into PeopleSoft. The City will be responsible for developing the interfaces in/out of PeopleSoft and will also provide PeopleSoft data files in a predetermined format for interfacing into the Budget system.
- 14) Reporting:
  - a) Analytical reports as defined in fit-gap summary;
  - b) Summary Schedules, Financial Summaries and Financial Statements;
  - c) Documentation on user creation of ad-hoc reports.

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- 15) Build Budget book template. (Components and budget book itself)
- 16) Questica will work with the City to connect and integrate with the ancillary technical systems (i.e. identity management, logging systems, etc.) as per technical requirements

### Data Migration Deliverables

- 1) Questica shall work with the City to map the City's historical information to the Software's data structure.
- 2) Questica shall work with the City to develop and document a strategy for mapping and migrating the City's historical data to the Software without damaging the integrity or stability of the Software or data.
- 3) Questica shall migrate the City's data into the Questica Budget Database.
- 4) Questica shall work with the City to test the Software to ensure the migrated data displays as expected and the Software functions properly following the data migration.

### Interface Deliverables

Questica shall provide City export script(s) to process automated exports from PeopleSoft HR/Financial systems in accordance with the City's accounting business processes.

- 1) PeopleSoft Requirements are listed below:
  - a) Export pertinent financial and employee information from PeopleSoft to Questica Budget as determined by the City; including but not limited to all chartfield elements and POS/FTE data.
  - b) Questica shall run testing of the interfaces against PeopleSoft test environments to ensure the Software functions accurately prior to City testing.
  - c) City will test interface against PeopleSoft test environment.
  - d) Questica shall make best efforts to resolve discrepancies and make configuration changes as needed within five (5) business Days after City reports the discrepancy.
  - e) Questica shall be responsible for ensuring the data exported from the PeopleSoft HR/Financial system, either in CSV formatted files available to Questica's automated facility or XML formatted files directly loaded into Questica's automated facility via a web service, functions accurately in Questica Budget prior to City testing.

Additional requirements pertaining to above interfaces can be found in the agreed requirements document.

### Questica Budget Configuration & Shared Components

	Functional Area	Description	Scope of Work
1	Implementation Hosting	Questica will initially provide a Development, Test, QA, and Production environment through the implementation of Questica Budget. Post implementation go live, Questica will then maintain only a Sandbox and Production environment.	In scope
2	Production Hosting	Questica will provide the hosted operating server environment, noting: <ul style="list-style-type: none"> <li>• Supported web browsers - Internet Explorer 9 or newer, Safari latest release (on Mac only), Firefox latest release, Chrome latest release.</li> <li>• Microsoft Excel 2007 or newer (if spreadsheet export/import feature is required)</li> <li>• Microsoft .NET Framework 4.0 installed</li> </ul>	In scope
3	Questica Access To Production Server	Questica implementation & technical staff have full access to the production system for the purpose of system implementation.	In scope

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	Functional Area	Description	Scope of Work
4	Change Management	Questica to host a UAT/Train environment to enable release management for any changes affecting UI, functionality, or workflows until the specific release is accepted. (Major Releases)	In scope
5	Administrator Authored Reporting	Provision of database models for administrator authored report building using Report Builder 3.0. Note that creating administrator authored reports is a City task.	In scope
6	Focused Training: Administrator Authored Reporting	Training in the use of report views using Report Builder 3.0. A total of 12 hours of training will be carried out by remote desktop. Each training session in the use of report center reporting is applicable to any and all installed modules.	In scope
7	Application Level Security	Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles. Questica will assist with this task until such time as administrators have received training in the security component of Questica Budget.	City task
8	Single Sign-On	Configure Questica Budget to use The City's existing Active Directory® for user logon and authentication. <i>Per SaaS IDM requirements.</i>	In scope
9	Create Division/Department Structure	Division/Department hierarchy created by importing Excel workbooks. Questica will supply The City with blank workbooks which must be completed according to the defined format and structure.	In scope
10	Objects/GL Accounts & Categories	Import from data import workbooks.	In scope
11	Fund Categories & Funds	Import from data import workbooks.	In scope

### A) Operating Module

	Functional Area	Description	Scope of Work
1	Allocations Add-in	The Questica Budget Allocations add-on, to allocate specific forecasts to multiple costing centers.	In scope
<b>Import Data ...</b>			
2		Initial data is imported into Questica Budget. Questica will supply The City with blank workbooks which, completed according to the defined format and structure, provides a means to import data. At a minimum, the files will contain the data necessary to: <ul style="list-style-type: none"> <li>• Create costing centers</li> <li>• Add costing centers to departments</li> <li>• Define funds and associate costing centers with funds</li> <li>• Create GL objects and associate them with object categories</li> <li>• Associate dollar amounts with GL objects at the costing center level.</li> </ul>	
3	Import Initial Budget	Import from data import workbooks.	In scope
4	Import Historic Budget Data	Import from data import workbooks.	In scope
5	Import Actuals Data	Import from data import workbooks.	In scope
<b>Import Configuration ...</b>			
6	Costing Centers	Import from data import workbooks.	In scope
<b>Configuration ...</b>			
7	Operating Budget Stages	If not in scope then The City will determine how to configure Questica Budget's budget stages to assist in their budget process	City task

	Functional Area	Description	Scope of Work
		and establish those stages within the system. (Questica to provide training in how to do so)	
8	Scenarios	If not in scope then The City will determine how and when to use the concept of scenarios to assist in their budget process. Scenarios are versions of a costing center budget. A costing center may have multiple scenarios but only one scenario may be active and included in the consolidated budget. (Questica to provide training in how to do so)	City task
<b>Integration ...</b>			
9	Budget Export	Automated facility to transfer Operating module budget data from Questica Budget to the City's general ledger at the approved budget object/costing center level on an annual or other basis when invoked by a user. Questica shall be responsible for providing the software interface into Questica Budget and the operational infrastructure required to manage the integration. The City shall be responsible for ensuring that the standard Questica Budget to financial system import integration component is available. The export will be limited to a single format.	In scope
10	Actuals Import	Automated facility to transfer actual data from the City's general ledger to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled. Questica shall be responsible for providing the software interface from Questica Budget and the operational infrastructure required to manage the integration. The City shall be responsible for making available the data to be exported from the financial system, either in CSV formatted files or by ensuring that the standard financial system to Questica Budget integration component is available.	In scope
<b>Reports ...</b>			
11	Standard Reports	Provision of Questica Budget's standard Operating module reports.	In scope
12	Standard Views for Administrator Authored Reporting	Provision of Questica Budget's standard report views for the Operating module.	In scope
13	Custom Report Views	Adaptation of report views to include custom fields added to the Operating module.	In scope
<b>Customizations ...</b>			
14	Customizations include custom business rules, modifiers, user interface (grids, forms, etc.), hand-crafted reports and ad-hoc reporting models. They are all detailed in section "E) Customizations" of this Scope of Work document.		

### B) Capital Module

	Functional Area	Description	Scope of Work
<b>Import Data ...</b>			
1	Initial data is imported into Questica Budget. Questica will supply The City with blank workbooks which, completed according to the defined format and structure, provides a means to import data. At a minimum, the files will contain the data necessary to: <ul style="list-style-type: none"> <li>• Create projects</li> <li>• Create asset types &amp; assets</li> <li>• Associate projects with asset types</li> <li>• Associate projects with divisions</li> <li>• Define funds</li> <li>• Create GL objects and associate them with object categories</li> <li>• Populate projects with values.</li> </ul>		



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	Functional Area	Description	Scope of Work
2	Import Initial Budget	Import from data import workbooks.	In scope
3	Import Historic Budget Data	Import from data import workbooks.	In scope
4	Import Actuals Data	Import from data import workbooks.	In scope
<b>Import Configuration ...</b>			
5	Capital Projects	Import from data import workbooks.	In scope
<b>Configuration ...</b>			
6	Capital Budget Stages	If not in scope then The City will determine how to configure Questica Budget's budget stages to assist in their budget process and establish those stages within the system. (Questica to provide training in how to do so)	City task
7	Scenarios	If not in scope then The City will determine how and when to use the concept of scenarios to assist in their budget process. Scenarios are versions of a project budget. A project may have multiple scenarios but only one scenario may be active and included in the consolidated budget. (Questica to provide training in how to do so)	City task
<b>Integration ...</b>			
8	Budget Export	Automated facility to transfer Capital module budget data from Questica Budget to the City's general ledger at the approved budget object/department level on an annual or other basis when invoked by a user. Questica shall be responsible for providing the software interface into Questica Budget and the operational infrastructure required to manage the integration. The City shall be responsible for ensuring that the standard Questica Budget to financial system import integration component is available.	In scope
9	Actuals Import	Automated facility to transfer actual data from the City's general ledger system at the GL object/project level on a regularly scheduled basis and/or other basis when invoked by a user. Questica shall be responsible for providing the software interface from Questica Budget and the operational infrastructure required to manage the integration. The City shall be responsible for making available the data to be exported from the financial system, either in CSV formatted files or by ensuring that the standard financial system to Questica Budget integration component is available. The export will be limited to a single format.	In scope
<b>Reports ...</b>			
10	Standard Reports	Provision of Questica Budget's standard Capital module reports.	In scope
11	Standard Views for Administrator Authored Reporting	Provision of Questica Budget's standard report views for the Capital module.	In scope
12	Custom Report Views	Adaptation of report views to include custom fields added to the Capital module.	In scope
<b>Customizations ...</b>			
13	Customizations include custom business rules, modifiers, user interface (grids, forms, etc.), hand-crafted reports and ad-hoc reporting models. They are all detailed in section "E) Customizations" of this Scope of Work document.		

C) Salaries Module

	Functional Area	Description	Scope of Work
<b>Import Data ...</b>			
1		Initial data is imported into Questica Budget. Questica will supply The City with blank workbooks which, completed according to the defined format and structure, provides a means to import data. At a minimum, the files will contain the data necessary to: <ul style="list-style-type: none"> <li>• Create profiles</li> <li>• Create contracts</li> <li>• Create positions</li> <li>• Create salary grades</li> <li>• Create salary grade steps</li> <li>• Create modifiers (benefits)</li> <li>• Create employees</li> <li>• Allocate employees to positions</li> <li>• Allocate positions to costing centers.</li> </ul>	
2	Import Profiles	Import from data import workbooks.	In scope
3	Import Positions	Import from data import workbooks.	In scope
4	Import Contracts	Import from data import workbooks.	In scope
5	Import Grades	Import from data import workbooks.	In scope
6	Import Grade Steps	Import from data import workbooks.	In scope
7	Import Benefits (Modifiers)	Import from data import workbooks (if sufficient modifiers exist to make this more efficient than entering manually). If not in scope then The City can enter modifiers manually. This is typically more efficient than entering data into a spreadsheet for automated import. (Questica to provide training in how to do so)	City task
8	Import Employee/Position Allocations	Import from data import workbooks.	In scope
9	Import Position/Costing Center Allocations	Import from data import workbooks.	In scope
<b>Integration ...</b>			
10	HR Data	Automated facility to synchronize salaries data between Questica Budget and the City's HR system. Questica shall be responsible for providing the software interface into Questica Budget and the operational infrastructure required to manage the integration. The City shall be responsible for making available the data to be exported from the HR system, either in CSV formatted files or by ensuring that the standard HR system to Questica Budget integration component is available for extracting data from and updating data within that system. This will be through the export and import of structured files or by providing database interfaces (stored procedures and queries). This integration synchronizes: <ul style="list-style-type: none"> <li>• New, deleted and updated employees;</li> <li>• New, deleted and updated positions;</li> <li>• Changes in employee-position relationships;</li> <li>• Changes in position-costing center relationships.</li> </ul>	In scope
<b>Include ...</b>			
11	Publish To Operating	Publication of calculated salaries to the Operating module's data.	In scope
12	Standard Reports	Provision of Questica Budget's standard Salaries module reports.	In scope

	Functional Area	Description	Scope of Work
13	Standard Views for Administrator Authored Reporting	Provision of Questica Budget's standard report views for the Salaries module.	In scope
14	Custom Report Views	Adaptation of report views to include custom fields added to the Salaries module.	In scope
<b>Customizations ...</b>			
15	Customizations include custom business rules, modifiers, user interface (grids, forms, etc.), hand-crafted reports and ad-hoc reporting models. They are all detailed in section "E) Customizations" of this Scope of Work document.		

### D) Finite Matters Ltd. (FML) Modules

#### *Scope of Work*

Under the direction and guidance of Questica, FML will provide services on the City's Questica Budget implementation Budgeting project. These services will be provided both on-site and off-site during the term of the Statement of Work, excluding Questica and City holidays. These services will include, but are not limited to the following:

- a) Installation, setup, and testing of PatternStream Automated Document System, FrameScript, and Adobe FrameMaker Publishing Server software to enable automated budget document publishing;
- b) Analyze and make recommendations and support Questica Budget setup to enable automated budget document publishing;
- c) Develop and/or modify FrameMaker templates to enable publishing the City's Mayor's Budget document;
- d) Develop PatternStream configuration files (.PSET) to enable publishing the City's Mayor's Budget document;
- e) Provide sample pages and documents to City personnel for review, comment, and publishing system modification as required for acceptance;
- f) Support publishing of the City budget documents by time deadlines established by the City. The specific date of publishing the budget document will be determined as part of project planning activities;
- g) Train City personnel to edit and modify PatternStream configuration and FrameMaker templates. The length of training will be dependent on the City's desire and as agreed upon with Questica. Two or more (up to ten) City functional resources will be trained to operate and administer PatternStream and FrameMaker to produce the documents on demand.

Deliverables will include, but are not limited to:

- h) FrameMaker templates to publish the City's Mayor's Budget;
- i) PatternStream configuration files (.PSET) to publish the City's Mayor's Budget;
- j) Services to support publishing the City's Mayor's Budget;
- k) Published City's Mayor's Budget.

#### *Project Services*

FML will provide the following services:

- a) Project analysis and design
- b) Software license installation
- c) FrameMaker template and PatternStream configuration files setup
- d) End product publishing support
- e) Training
- f) Ongoing software maintenance support

#### *Project Analysis and Design*

The project analysis work will dissect the documents and verify their information sources, the work flows, web site, and will recommend specific methods on how to proceed. This task will define and confirm the

## Program Management Office Scope of Work

project work scope, tasks, and plan. The plan will include recommendations in the event the existing environment requires enhancement for optimum system performance.

Concepts to be fully understood will include the document and inset revision maintenance requirements. It is anticipated that the current process established by the existing system will be able to be enhanced to present a better and simpler user experience.

Any changes resulting from the lessons learned from the analysis will be mutually agreed upon and made at that time. It is not anticipated that any substantial changes will occur that will dramatically affect cost or schedule. However it will be important to understand the complete system functionality and user interface needs. This will enable the implementation of a system that effectively replaces the current system while minimizing user production disruption.

### Software Installation

FML personnel will install the software necessary to implement the publishing project at the City offices. Installation will include FML PatternStream and PADS and Adobe FrameMaker and FrameMaker Publishing Server software. FML assumes that the installation desktop and server computers will be connected to the network with access to the required file repositories and data sources.

### FrameMaker Template and PatternStream Configuration files Setup

The setup of the PatternStream configuration files will be the most time consuming portion of the project. The process is an iterative, top-down method of setting up the application to gather all the document information sources and the presentation through the configuration file and the FrameMaker template.

### FrameMaker and Other Template Development

FML will modify and/or develop the FrameMaker and other templates necessary to publish the City's Mayor's Budget document. These templates will be based on the Budget and Management Office's current and enhanced documents requirements.

### PatternStream Pattern Set Template (PSET) File Development

FML will develop the PSET file to publish the City's Mayor's Budget document. This development will include the use of queries or other means necessary to obtain the information required to publish for print and electronic distribution. It is anticipated that support will be available to develop the queries and/or describe the file hierarchy, if necessary. The PSET file will be based on the Budget and Management Office's current document format with enhancements as desired and agreed upon.

The Mayor's Budget document will require separate PatternStream configuration files and FrameMaker templates. Based on FML's current understanding of the information sources and document presentation, the Mayor's Budget document will require approximately 345 hours of work to setup.

### End Publishing Support

FML understands that using a new system to publish complex books like the Mayor's Budget document can be a daunting task. As in the case with previous public sector customers, FML will support the publishing of the City Mayor's Budget document.

### Training

FML will provide the training necessary to enable City personnel to further develop and maintain the system. The training may include specific FrameMaker training topics and will include PatternStream training and system user training.

### Ongoing Software Maintenance Support

FML will provide ongoing PADS and PatternStream software maintenance support to the City.

### *Sub-Milestones (to M03D)*

FML understands the requirements to publish Mayor's Budget document within the required due dates. FML has years of experience with meeting the budget document goals and will successfully complete this effort if selected. FML currently proposes seven major milestone tasks:

- a) Project Analysis
- b) Software installation and database connection
- c) PatternStream configuration file and template setup
  - i) Operating Budget document
  - ii) Capital Budget document
- d) PADS authoring/editing subsystem setup
- e) System testing
- f) Support publishing of Mayor's Budget documents
- g) Training

## E) Customizations

### *Custom Business Rules (CBRs), Modifiers, User Interface*

The following customizations are included within this Scope of Work:

- a) CBR: PNB (Prepare Next Budget Year) Customizations
- b) CBR: CBRs To Prevent Expense/Revenues Being Entered At Certain Times
- c) Custom Entity: Custom Entity & CBRs To Restrict Account Usage
- d) Custom Entity: Custom Entity & CBRs To Restrict Fund Usage
- e) Custom Entity: Custom Entity for Capital Equipment
- f) UI/Grid: Hierarchy Browser
- g) CBR: Mandatory Fields by Stage
- h) CBR: CBRs To Manage "Admin. Overwrite" Fields on Salaries
- i) CBR: Auto-Calculate FTE Base On Amount Budgeted, Using Configured Data
- j) Other: Effective Dates on Master Data Tables
- k) UI/Grid: Red Flag on Costing Centre & Project When No Budget Entered
- l) CBR: CBRs to Make Forecast Fields Mandatory Depending on Account
- m) CBR: CBR to Prevent Negative Budgets
- n) CBR: CBR to prevent cents
- o) CBR: CBR to Make Forecast Fields Mandatory by Account - Enforced On Promotion
- p) CBR: Auto-Fill Projection To Year End - Flexible Algorithms
- q) CBR: Steps/Profiles (uniforms)

Customizations not listed here, nor discovered during fit gap analysis, can be accommodated upon receipt and acceptance of a change order.

### *Custom Reports, Custom Report Views and Custom Dashboards*

The following custom reports/views/dashboards are included within this Scope of Work:

- a) Report: Schedules of Special Revenue Data by Org and Funding Source
- b) Report: SRF Reports
- c) Report View: Miscellaneous Report Views

Custom reporting and dashboard requirements not listed here, nor discovered during fit gap analysis, can be accommodated upon receipt and acceptance of a change order.

### *Specifications*

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

### *Change Orders*

Any changes to the agreed specifications, including changes requested by the City within the one-year warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Scope of Work.

### *Warranty*

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

## M04: Testing

Questica shall include adequate provisions for system and user acceptance testing. This includes assistance in the development of a test plan that ensures the Software delivers the expected results the City identified in agreed requirements as described or clarified in the Fit Gap report.

### Configuration Testing Deliverables

- 1) Questica shall provide guidance in creating test scenarios and scripts.
- 2) Questica shall make best efforts to resolve discrepancies and make configuration changes as needed within five (5) business Days after City reports the discrepancy.
- 3) Questica will be responsible for the unit testing and reviewing all functionality with the City prior to User Acceptance Testing (UAT).
- 4) Questica will be on site to assist in coordinating the UAT sessions.
- 5) Questica to participate in resolution of items identified in system and user acceptance testing. Any discrepancies not in alignment with the original requirements will need a mutually agreed upon resolution.
- 6) Questica may be required to provide documentation or evidence that the technical requirements have been met.

### *Testing Review and Documentation*

Questica shall review and modify the initial Software configuration to address any Fit Gaps and errors identified during all testing phases per the following:

- 1) Questica shall review with the City identified Fit Gaps.
- 2) Questica shall review with the City errors and their respective fixes discovered during testing.

## M05: Deployment

Questica shall address and fully test all City agreed requirements as documented, including Fit Gap report, prior to Software deployment. A Deployment Plan will be developed during the Configuration deliverable. This plan, created and approved by the City. Therefore, this deliverable will be further defined once the Deployment Plan has been finalized.

### Deployment Deliverables

- 1) Questica shall make best efforts to fix all errors within five (5) business days after City reports the error.

## Program Management Office Scope of Work

- 2) Questica will provide architecture diagram, deployment document, and software configuration documentation around key and global settings specific to the City's configuration.
- 3) Participate in a go/no go decision with identified stakeholders from the City.
- 4) Implement cutover plan to deliver a configured budget management system.
- 5) Onsite support for 30 business days after production deployment. Scheduling to be determined by City (based on Questica availability).

### M06: Training and Documentation

Questica shall provide on-site training. The training shall be designed and conducted to provide familiarization in all aspects of the Software by job function. The City will utilize train-the-trainer approach for end-user training. Training shall be scheduled by mutual agreement between Questica and the City.

Questica shall complete the following training:

- 1) Questica shall develop and provide user manuals to the City with specific training based on each module. Questica shall assist City trainers to develop training practice scenarios. Questica shall provide one (1) hard copy of each training manual and one (1) electronic copy of each training manual in the Microsoft Word format. The City may create as many copies of the training manuals as needed for its internal use.
- 2) Questica shall provide the following training sessions for up to the hours indicated:

	<b>Training Session</b>	<b>Description</b>	<b>Number of Hours</b>	<b>Number of Attendees</b>
1	Administration	General administration training that covers proper methods for day-to-day operation of the software, including, but not limited to the management of business rules.	12 hours	2-5 BMO-designated administrator and technology personnel.
2	Administrator Authored Training	Training in the use of report views using Report Builder 3.0. Each training in the use of report center reporting is applicable to any and all installed modules.	12 hours	2-5 BMO-designated administrator and technology personnel.
3	Security	Training in the establishment and modifications of security permissions.	12 hours	2-5 BMO-designated administrator and technology personnel.
4	Allocations	Additional training in the allocations feature, over and above that provided in the Operating Module training.	12 hours	2-5 BMO-designated administrator and technology personnel.
5	Change Requests	Additional training in the change requests feature, over and above that provided in the Operating Module training.	12 hours	2-5 BMO-designated administrator and technology personnel.
6	Dashboards	Training in Questica's dashboards feature.	2 hours	10-15 BMO-designated administrator and super-user personnel.
7	Train-the-Trainer: Operating Module	Training in the essential concepts and standard navigation of the operating module. Topics will include, but are not limited to: entering base budget requests and decision packages, generating reports and maintaining basic performance metric information. In addition to training on the basic operation/navigation of the module, this session will instruct attendees on how to train others on the module's use.	16 hours	15-20 BMO-designated super-user personnel.

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	<u>Training Session</u>	<u>Description</u>	<u>Number of Hours</u>	<u>Number of Attendees</u>
<b>8</b>	Train-the-Trainer: Capital Module	Training in the essential concepts and standard navigation of the capital module. Training will include instruction on how to generate capital-specific reports and how to maintain basic performance metric information. In addition to training on the basic operation/navigation of the module, this session will instruct attendees on how to train others on the module's use.	16 hours	5-10 BMO-designated super-user personnel.
<b>9</b>	Train-the-Trainer: Salaries Module	Training in the essential concepts and standard navigation of the capital module. Training will include instruction on how to maintain position records, forecast salaries and benefits and generate personnel-specific reports. In addition to training on the basic operation/navigation of the module, this training will instruct attendees on how to train others on the module's use.	16 hours	15-20 BMO-designated super-user personnel.
<b>10</b>	Train-the-Trainer: PatternStream	Training that covers proper methods for the publishing of the annual budget book document, including, but not limited to: ways to add, delete or otherwise alter components of the book's content; ways to modify the sequence of information within; and ways to change its format, layout and design.	16 hours	5-10 BMO defined super-users and administrator personnel responsible for publishing the annual budget book document.
<b>11</b>	Management Training	Management overview training including, but not limited to, system navigation, reporting and performance management.	4 hours	1-5 BMO-designated managers.

- 3) All training shall be conducted against a BMO-specific test database.
- 4) All training shall be conducted on-site at the Wellington Webb Municipal Office Building in Denver, CO.
- 5) The training approach shall be flexible enough to allow the City to make adjustments to the participants and curriculum to achieve the greatest benefit for the training.
- 6) Questica shall submit to the City for approval a class outline and training manual for all training, along with a time estimate to complete the sessions.
- 7) Qualified technical experts shall conduct all training. The instructor(s) shall have a thorough mastery of the specific subject matter involved and shall have the ability to impart information to others in easily understood terms and with BMO-specific scenarios.
- 8) Questica shall provide Quick Reference Guides, including graphics. One (1) Quick Reference Guide per unique job function, up to a total of 15, shall be provided (e.g. entering a decision package).
- 9) Questica shall meet the following requirements for all training material:
  - a) Shall be for the version of the software that is being deployed.
  - b) Shall be customized to include functionality defined in the contract.
- 10) Questica to provide training and documentation:
  - a) Training for how to modify the configuration of the system in the future.
  - b) Create User guide documentation.
  - c) Assistance with creation of tutorials that will be used to train the agencies.



### M07: Acceptance and Close-out

The final Acceptance will be based on successful implementation of the system in the agreed environments and upon successful User Acceptance Testing of the system and its interfaces. Successful testing entails that the system performs as per the agreed requirements, including FGR. In addition Questica agrees to provide the documentation listed below.

#### Documentation

Documentation shall be developed and provided to support the Software and the City's business processes. Any Software tools or utilities that are desirable to tune, test, maintain, or support the Software shall be specified by Questica. Any City-specific configuration or tailoring shall be documented and delivered to the City. Documentation shall include, but not be limited to, the following:

- 1) Technical administration
- 2) Software configuration
- 3) Interface(s)
- 4) Technical architecture diagram
- 5) Data dictionaries
- 6) Database setup and maintenance
- 7) Data model
- 8) Application Administration Guide
- 9) End-user day-to-day operation
- 10) Job function Quick Reference Guides

#### Close-Out Process

- 1) Close out invoicing;
- 2) Finalize and deliver remaining documentation, recorded trainings, etc.;
- 3) Work with City to conduct Lessons Learned;
- 4) Complete transition to Support and Maintenance and communicate support plan.

Final Acceptance Certificate shall be signed by the project sponsor.

## Attachments

### A) Payment Terms

#### Contract Sum

The total amount payable under this Agreement is \$2,081,132 USD over five (5) years, with a year one (1) total of \$1,241,132 USD.

These amounts include any and all general expenses incurred for any reasonable and customary travel expenses incurred during the performance of services under this SOW.

The estimated fees for this SOW are predicated on the timely completion of project milestones. Any change order will need to be approved by both City and Questica. Change orders will need to be approved within three business days of delivery to avoid a halt of work on the engagement.

#### Financial Breakouts

##### *Year One:*

	<b>Component</b>	<b>Cost (\$USD)</b>
1	Questica Budget Solution Implementation (Goals 1 – 5)	919,800
2	Licensing, Maintenance & Support – Questica Budget (Goals 1-5)	180,000
3	Budget Book Publishing Implementation (Optional Goal 6)	86,132
4	Licensing, Maintenance & Support - Budget Book Publishing (Optional Goal 6)	30,000
5	Training	25,200
<b>Total:</b>		<b>1,241,132</b>

##### *Over Full 5 Year Term:*

	<b>Component</b>	<b>Cost (\$USD)</b>
1	Questica Budget Solution Implementation (Goals 1 – 5)	919,800
2	Licensing, Maintenance & Support – Questica Budget (Goals 1-5)	900,000
3	Budget Book Publishing Implementation (Optional Goal 6)	86,132
4	Licensing, Maintenance & Support - Budget Book Publishing (Optional Goal 6)	150,000
5	Training	25,200
<b>Total:</b>		<b>2,081,132</b>

*Licensing, Maintenance & Support is \$210,000 USD per year*

### Payment Schedule

Questica will perform the Services on a per milestone completion payment basis (See *Table 1: Milestone/Payment Matrix* below) based on: the nature and scope of the Services and associated requirements as outlined attachment C, the expected staffing requirements, project schedule, Questica and City's roles and responsibilities and the other assumptions set forth in this SOW.

Questica's total price to perform the Services and provide the work described in this SOW is \$1,241,132 USD for year one (1) and \$2,081,132 USD over the life of the contract.

Monthly Progress Reports will be provided, outlining advancements made during the timeframe in accordance with the Milestones achieved within each respective phase. All Project Deliverables will require signoff from City prior to payment.

*Table 1: Year 1 Milestone/Payment Matrix*

M#	Milestones	Percentage Of Payment (%)	Payment Amount (\$USD)
<b>M00</b>	Hosted Environment Initialization	8	99,290.56
<b>M01</b>	Planning and Analysis	10	124,113.20
<b>M02</b>	Design & Framework	10	124,113.20
<b>M03A</b>	Build and Configure – Operating Module	6	74,467.92
<b>M03B</b>	Build and Configure – Salaries Module	6	74,467.92
<b>M03C</b>	Build and Configure – Capital Module	6	74,467.92
<b>M03D</b>	Build and Configure – Finite Matters Modules	10	124,113.20
<b>M03E</b>	Build and Configure – Customizations	6	74,467.92
<b>M04</b>	Testing	8	99,290.56
<b>M05</b>	Deployment	10	124,113.20
<b>M06</b>	Training and Documentation	10	124,113.20
<b>M07</b>	Accept and Close Out	10	124,113.20
<b>Totals:</b>		<b>100</b>	<b>1,241,132.00</b>

*Table 2: Year 2 – 5 Payment Matrix*

*Payment schedule based on Contract Signing Date (CSD)*

Post CSD Bill Cycle	Billing Month	Payment Amount (\$)
1	CSD +12 months	210,000
2	CSD +24 months	210,000
3	CSD +36 months	210,000
4	CSD +60 months	210,000
<b>Total:</b>		<b>840,000</b>

B) Agreed Requirements

1.0) Business & Functional Requirements

Any Requirements noted as “Out of the Box,” “With Configuration,” and/or “With Programming” will be considered in scope.

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
<b>Business Technology Requirements and Enterprise Compatibility</b>								
Cloud Service	Hosted solution--system housed on the web\cloud (SaaS)	All	X					Questica Budget can either be hosted or installed on the City's servers
All reports can be downloaded to Excel	New system must download ALL reports to MS Office applications	All	X					All reports can be exported to Excel, Work, PDF, XML etc.
Security access	Ability to check security access status of system users within the city	All	X					Questica Budget allows for Administrators to view which users are logged into the software, and log them out, if needed.
Data migration	Data from the existing system (BRASS) for budget years 2013, 2014 and 2015 as well as actuals from years 2012, 2013 and 2014 will need to be loaded into the system	All		X				During the implementation process, we will import previous year's budget and actual data into Questica Budget.
<b>PeopleSoft Interface</b>								
HR/Payroll Data	Budget system needs an inbound interface from the City's PeopleSoft HR/Payroll system to get the following types of data: 1) Positions (Filled Position, Vacant Position; position type; classification); 2) Benefits (Long-Term Disability, Dental, Fire AD&D, Health, Life, Retirement, Short-Term Disability); 3) Salary Information (Job Code, Grade, Salary Plan); 4) position location (org name & number) and funding source; and 5) Actual	Salaries Module		X				During the implementation process, we will create the interface between Questica Budget and the City's PeopleSoft HR/Payroll solution.

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
	employee/incumbent data (name, empl. ID; actual salary & elected benefits)							
HR/Payroll Data constraints	Ability to filter based on: 1) Position data (regular vs. temp, full vs. part time, employee status, position status); 2) Employee data (Benefits (and benefit plan type), salary admin plan type, HR status, and Salary Information (job code); and 3) position location (org name and number) and funding source	Salaries Module	X					Most screens within Questica Budget allow for sorting and filtering. The same applies to position data, employee data and position location data
HR/Payroll Frequency	Upload frequency can be defined and easily adjusted by City (BMO, Controllers Office, TS)	Salaries Module	X					It is up to the City as to how often data is exchanged between systems. Actual cost data exchange typically happens on a nightly basis, where as budget and salary data exchanges typically happen on an on-demand basis
Real-time/automated direct integration (Frequency)	Automated (batch or real-time) upload of financial & HR information from PeopleSoft to eliminate information disconnect between budgeting and accounting/HR systems. This also needs to have the ability to be turned off.	All	X					It is up to the City as to how often data is exchanged between systems. Actual cost data exchange typically happens on a nightly basis, where as budget and salary data exchanges typically happen on an on-demand basis

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Financial Data	Budget system needs an inbound interface from the City's PeopleSoft Financial (General Ledger and Commitment Control) system to get the following types of data: 1) Actuals (Expenditures and Revenue) 2) Encumbrances 3) Revised Budget (Revenue and Expenditures) 4) Capital Improvement Program (including project IDs) 5) Special Revenue Funds (including grants)	All		X				During the implementation process, we will create the interface between Questica Budget and the City's PeopleSoft solution for such functionality.
Financial Data Constraints	Ability to filter based on: Account Number, Organization number, Fund Code	All	X					Most screens within Questica Budget allows for sorting and filtering.
Financial Frequency	Upload frequency can be defined and easily adjusted by City (BMO, Controllers Office, TS)	All	X					It is up to the City as to how often data is exchanged between systems. Once the integration has been established, the frequency of data exchange can be adjusted by City staff at any time
Financial Frequency	Upload frequency can be turned off by City (BMO, Controllers Office, TS)	All	X					It is up to the City as to how often data is exchanged between systems. Once the integration has been established, the frequency of data exchange can be adjusted by City staff at any time

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
FTE Reconciliation	Provides tools & reports to facilitate (or eliminate the need of) reconciling FTE data between PeopleSoft HR and Budget System	Salaries Module	X					The process for loading HR/payroll data into the Questica Budget system is via our 'Salaries Synchronization Tool'. This provides a mechanism to populate our salary and benefit engine with data from your existing HR. The integration can be run on demand, whenever updated Personnel data is needed in the budget system. As both systems will have the same data, this will eliminate the need to reconciling FTE counts.
Financial - outbound interface	Budget system needs an outbound interface to the City's PeopleSoft Financial system to load finalized (and approved) operating budgets and capital project budgets and project IDs for the upcoming budget year	All		X				During the implementation process, we will create the interface between Questica Budget and the City's PeopleSoft solution for such functionality.
Financial - CIP Integration Frequency	BMO should have the ability to turn off the interface for CIP budget (i.e., to suspend updates while budget is being finalized)	Capital Module	X					The interface between Questica Budget and other systems can be turned on or off at any time
Agency ability to upload	Ability to upload SRF data for current/active SRFs directly from the financial system (currently PeopleSoft or any future FS common in the market) into the budget system, including actuals and YTD budget information	Operating Module		X				During the implementation process, we will create the interface between Questica Budget and the City's PeopleSoft solution for such functionality.
<b>Other System Interface</b>								

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Financial and HR system interface	System must be able to be interface with any major financial or HR enterprise cloud systems that the City may purchase in the future.	All		X				As we regularly integrate with external systems, we have developed a specialized tool for this purpose – The Questica Integration System or QIS. QIS is a sub system within Questica Budget and is designed to simplify the integration process and reduce the amount of time it takes to integrate Questica Budget with different financial /HR/ERP/External systems. The QIS Integration Tool was designed to provide a highly configurable framework for sharing budget related data with existing and future external data sources.
Other System Interface	Ability to interface with other city, non-financial systems, such as fleet (FASTER) and technology asset systems (PeopleSoft), permitting systems (Accela), capital asset management systems (Infor)	All		X				The QIS System is flexible and can interface (exchange data) with virtually any computer based system. The integration with PeopleSoft (core financials and HR) has been accounted for within this proposal. Integrations to other systems may be done at additional cost.
CIP Integration	Ability to interface with future Enterprise Finance Solutions; specifically, the ability to upload finalized capital project budgets and project IDs into this future tool as well as pull this information from this tool into the Budget System. If an automatic update, BMO should have the ability to turn it off.	All		X				See response above. Once established, the interface can be turned on or off at any time, and its frequency can be adjusted by City staff at any time



Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Base budget functionality and features	Denver Int'l Airport uses CGI budget system that is separate from the City's system. However their budget is included in our budget book. Ability to bring DIA budget book data into City's budget system.	Operating and Capital	X					This information can be imported via Excel
<b><i>Automation and Workflow</i></b>								
Built-in business intelligence / Dashboard	Converts large amounts of data into summarized and meaningful reports & visual tools, such as graphs and charts	All	X					Questica Budget comes with approximately 100 out-of-the-box reports which can be configured to City specifications. Many of these reports include graphs and charts. Custom reports can also be created by Questica or by City staff. Questica Budget also comes with an Ad Hoc reporting tool which allows City staff (including department users) to create their own reports, without the need for IT involvement. With Questica Dashboards, users can build rich interactive visualizations and embed content from around the web to create beautiful, informative at-a-glance information monitoring interfaces. You can display charts to monitor budget development or track spending in a department or organization-wide. Embed web content including anything from Google Documents to traffic cameras. Dashboards are built using a simple drag-and-drop interface and can be private, shared between groups, or available to all users.

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Workflow/notifications	Budget Office staff notified automatically by email when one step of a budget process has been completed by agency personnel	All	X					Questica Budget improves the efficiency of the budgeting process by automatically notifying users via e-mail when their participation is required. As the budget is promoted through the different stages, (department data entry, manager approved, Board approved, etc.) user permissions (security settings) are triggered, providing the re-assurance that only the appropriate people can modify or view the budget at each stage of its development.
	Ability to have the system notify users as budget calendar dates approach or pass (such as by email, a calendar within the system, etc.)	All	X					The “Home” or “Announcements” screen acts on a bulletin board, allowing users with the proper permission to post items such as due dates, milestones etc.
	Ability for the tool to notify the Budget Office of which budget workbooks have or have not been completed (included in a report)	All	X					This information can be viewed onscreen and via reports

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
	As a proposal progresses through the budget process, system identifies its current status (e.g. BMO review, City Council review, etc.)	All						Questica Budget uses the term 'Budget Stage', or simply Stage to facilitate the budget development process and also indicate where a given department is in the annual budgeting process. Each Stage is configurable, and coupled with a workflow (users can enter and approve budgets and escalate them through a series of predefined stages). This workflow controls the access individuals have to the budgets and supports a method to ensure budgets are properly reviewed and approved by all those who are participating in the development process. After staff have entered their budget(s), they are responsible for promoting it (advancing it) to the next workflow stage (reports are available to show which departments are at which stage). The system records the budget at each submission stage, so that the changes and modifications to the budget are clearly visible and transparent if requiring review at a later date.
	Ability to add and customize workflows that have the ability to notify, ask for approval.	All		X				The stages/steps to which budgets get promoted/demoted and with notifications sent can be configured and reconfigured by City staff

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Error mitigation	Alerts user (via red flag or other visual cue on base budget entry form) when a budget has not been entered in for a given account code (when that account code was budgeted the prior year)	All			X			This functionality requires a Custom Business Rule (CBR) or may be possible via a Dashboards which shows outstanding budgets
Capture "up-to-date" changes to information	Update all changes real time. Any changes to fields should update all downstream data in real time	All	X					All information within Questica Budget is provided in real-time
Automatic data population	Ability to automatically populate budget workbooks/base budget (both revenue & expenditures) at lowest organizational level from previous year as the starting point budget	All	X					Questica Budget's Prepare Next Budget Year (PNBY) feature allows for a variety of options including zero based budgets, copying of the prior year budget, or use of the prior year actual costs. Additionally, cost center/projects can be copied on mass and/or individually.
	Ability to enter estimated health & dental insurance increases/decreased, cost of living increases/decreases or other City-wide changes in one location in the system and have that update the related lowest organizational level workbooks for each agency as well as update all tables related to the increase/decrease changes.	Salaries Module	X					This can be done via 'Multiple Value' benefits on the Salaries module, where assumptions for increases/decreases can be entered. COLA can also be accounted for on the Salaries modules. Since positions' cost can be associated/allocated to a single or multiple costing centers, assumptions and changes to benefit amounts can be updated on the budget(s) to which the positions are allocated
<b><u>Budget Production Processes</u></b>								
<b><u>Forms</u></b>								

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Base Budget & Revenue Forms for Agency Input	Segments financial information into different forms for departments to populate (e.g. a revenue input form, a base operating input form, etc.)	Operating and Capital	X					The Operating and Capital modules provide users with a budget entry grid. This grid allows them to choose whether revenue and expenses are placed on the same form, or whether they are segmented
	Ability for the Budget Office to enter/set budget guidelines (maximum dollars, percentage increases, explanations needed for particular requests, etc.) and those guidelines will flow through to the lowest level budget model, alerting users if their budget-in-process is not within the guidelines.	Operating, Capital, Change Requests			X			May require a Custom Business Rule. Items such as applying % increases/decreases are available out of the box. These changes can be made at the cost center/budget level or on mass using the "Advance Search" feature. Questica Budget provides a Comments/Justifications field which allows users to enter as many character as they wish. Out-of-the-box, Questica comes with Business Rule which alerts user who are about to promote their budget that their budget may not be balanced. It then prevents them from promoting the budget to the next stage until the user balances their budget. Other Business Rules can be added based on City requirements
	Ability to format fields as in Excel. i.e. font, highlights, underline, bold, etc.	All					X	Such formatting can only be done in reports. This kind of formatting can also be done on the "Home" or "Announcement" screen within Questica Budget

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
	Ability to add comments to fields.	All	X					Questica budget comes with a number of fields for narrative information to be enter. There is no limit to the number of characters that can be entered into these fields
	Ability to require additional information, including justification, for specified account codes--and for this information to be entered into the form	All			X			This will require a Custom Business Rule
	Ability for the budget office to change/update information in forms for any department or agency	All	X					Staff with the proper permission can make changes at the individual cost center, or on mass using the Advance Search feature. A robust and powerful tool, the Advanced Search feature allows authorized users to perform sophisticated and highly dynamic data analytics/Ad-hoc queries based on specific criteria or descriptive words. Queries are created in a user friendly fashion where a complex query can be built –one line at a time. This allows staff to view and update large volumes of data quickly. When presented with the search results staff can analyze and make changes to many line items and accounts as a whole. They can also insert line items to any budget they wish, apply Regular Increases, Distributions, lock or delete specific lines on a large scale.

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
	Create audit trail for forms and position records that are updated throughout the budget process: Who, when, what changes	All	X					The Questica Budget API (Application Programming Interface) was written from the ground up to support a full event model. Virtually all user actions and entries such as logging in, saving a budget, updating a budget, promoting a budget etc. are tracked and recorded in the Audit System. Virtually any event in the system can be logged for later retrieval if necessary. Standard search parameters in the log viewer include; date range, user, entity, action type, application event type, and containing text.
	All account/activity lines visible in form--no hidden or duplicated lines AND the total in the form accurately reflects budget total.	All	X					All line items are visible at all times, and the totals in the line items get rolled up to the cost center, department and organization levels for accurate reporting
Form to enter other non-financial information	Houses qualitative or narrative information to complement financial proposals	All	X					Questica budget comes with a number of fields for narrative information to be enter. There is no limit to the number of characters that can be entered into these fields
Budget Levels	Ability to enter/build budgets at the lowest budget level--the tracking/activity level (this rolls up to the control level, which rolls up to the appropriation level)	Operating, Capital, Change Requests	X					The budget entry grid allows users to break their budgets down to the line item. These line items roll-up into cost centers, which then roll-up into Departments and Divisions.

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
	Ability to allow agencies, if desired, to build budgets at a lower level than track budget level, for example, using sub-track or program/class codes	Operating, Capital, Change Requests	X					Additional fields can be added (by Questica or by City staff) for the tracking of such information
	Organizes base budgets by defined categories, including personnel, services & supplies, capital equipment and internal services categories	Operating and Capital	X					These categories can be viewed onscreen and via reports
	The budget model supports and validates the complete chart of accounts structure to include all levels.	All	X					The Chart of Accounts that exists within the City's PeopleSoft solution would be the same within Questica Budget, with GL categories and GL accounts
"Dimensionality" or "Layers"	Ability to add/enter different/multiple layers to line items by which to sort budget data (a.k.a. "slicing and dicing") within an agency, citywide, by program or cross-departmental. Examples of layers include programs and activities; track level budgets; Mayor's goals (that may change with new administrations); strategies or outcomes from strategic plans; or value streams (cross departmental programs that lead to a high-level outcome)	All	X					This functionality (sorting, grouping etc.) can be done on all entry grids within Questica Budget
"Dimensionality" or "Layers"	Ability for the BMO and/or system administrator to define and configure the budget layers with minimal or no support from Tech Services Department or Questica.	All	X					
"Dimensionality" or "Layers"	Ability to configure budget layers to allow agencies to enter agency-specific layers (i.e. elements from their strategic plan) as defined and/or requested by BMO or administrator	Operating, Capital, Change Requests	X					



Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Budgeting comparisons	Ability to budget and view revenues and expenditures by user-defined categories	All	X					This can be viewed onscreen or via reports
Monthly budgeting	Ability to establish monthly budgets for select agencies (both to enter, report and monitor monthly vs. the typical agency request of yearly)	All	X					Budgeting can be done annually, quarterly and monthly
Budget customization	Ability to modify the budget-in-process by a percentage while protecting certain line items or categories. Example: Reduce by 5% without reducing salaries & benefits.	Operating, Capital, Change Requests	X					Users are able to choose which line items that are modified. Changes to Salary and benefits would need to be done on the Salaries module
Compatibility with Microsoft Office Suite	Ability to link Budget System data to Word and Excel, so that changes to the Budget System data will be reflected after refreshing from Word or Excel. For example, if a data entry change occurs after a budget report has been downloaded into Excel to review budget data entry, the report can be updated by refreshing from Excel.	None					X	This feature does not exist within Questica Budget
Budget progression	Ability to track and report the state of what has been entered - or not entered - at a departmental level as well as citywide. The intention is to reduce mistakes by omission and to allow the BMO to see the status of budget entry.	All	X					Staff can view what's been entered the line item, cost center, department and/or division basis. This information can also be viewed via reports. The "Advanced Search" feature allows users with the proper permissions to see all line items across the board, all at the same time or they may run queries in order to decide on the level of detail they wish to see. They may also save their queries for quick retrieval in the future
Sorting and summary for	Ability to sort in forms by different	All	X					All forms/fields can be sorted and

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
sorting categories	fields							filtered
Sorting and summary for sorting categories	Ability to do multi-level sorts	All	X					Multi-sorting is supported
Rounding rule by request	Ability to round data automatically as needed	All		X				This can be configured by City staff. The precision to which data can be entered is configured per module. The precision to which the user can view values in the budget grids is configurable by the user -on-the-fly
Restricts use of cent denomination	All numbers data-entered restricted to whole dollars	All		X				This can be configured by City staff
Negative budgets	Prevents the entering of negative budgets; flags or sends error message if this budget error occurs	All		X				Requires a Custom Business Rule
Processing capabilities	Ability for BMO to control when agencies can get into the system to begin budget development and/or deadline to submit requests.	All	X					At any time, Administrators, such including Finance staff, can choose to lock all or specific line items, all or specific budgets, all or specific departments from further changes by department users.
	Ability to begin the budget process for revenues and expenditures at different times	Operating and Capital	X					Budget can be done at any time
	Ability to see prior year data budget entry while working on current year (in agency budget forms)	Operating and Capital	X					The Annual Budget (Summary View) screen reflects both past budget years (budget and actuals for two previous years), the current year (budget and YTD actuals) and any number of future budget years selected

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Non-production work space	Provide a system or on-line work space (e.g. scratch-pad area) that will not impact budget entry until/unless agency user wants to import information from work space to forms	Operating, Capital, Change Requests	X					Operating budget typically have an "Active" and an "Inactive" status. Capital projects typically have "Open," "On hold," "Completed," etc. statuses. The status to which a budget is designated will directly determine whether the it is included for consideration or not. Therefore, a user can work off-line (budget being "Inactive") and once ready, they can quickly change the status to "Active"
Ability to attach documents	System allows users to upload documents (for example, strategic plans; project justifications; performance data)	All	X					Questica Budget allows users to attached as many supporting documents as they wish. These documents can be attached at the line item, cost center, employee, position, profile, contract, etc.
<b>Base Budget</b>								
Budget methodology variety	Accommodates a "line-item & incremental" budget methodology that is configured around the City's organization/budget structure	Operating, Capital, Change Requests		X				This can be done by adding a configurable column to the budget entry grid
Budget methodology variety	Flexibility to reconfigure (forms, reports, etc.) to accommodate different budget methodologies such as traditional line-item, incremental budgeting or performance-based budgeting, program based budgeting or zero-based budgeting.	All	X					Questica Budget allows for a variety of options including zero based budgeting, copying of the prior year budget, or using the prior year actual costs as a basis for the new year

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Base budget functionality and features	Ability to transfer budget info from current year to future year to start base entry	Operating and Capital	X					Questica Budget's Prepare Next Budget Year (PNBY) feature allows for a variety of options including zero based budgets, copying of the prior year budget, or use of the prior year actual costs. Additionally, cost center/projects can be copied on mass and/or individually. Questica budget also allows users to "shift" budget data from one year to another
Base budget functionality and features	Ability to require budget enterers to input detail and/or rationale behind request. For example, all enterers would have to enter written background behind budget requests for professional services or work contracted to third-parties. Detail/notes appear on printed reports.	All		X				This can be done out of the box by simply marking the comment field as "required" via a check box related to that field
Base budget functionality and features	Ability to compare actual expenditures by line item to current budget year and all budget years (YTD and future)	Operating and Capital	X					This information can be view onscreen and via reports
Base budget functionality and features	Ability to compare actual expenditures to amount of year elapsed and to YTD spending in previous years	Operating and Capital	X					This information can be view onscreen and via reports
Base budget functionality and features	Ability to report on changes within the base request between current year and future year at every organizational and budget level	Operating and Capital	X					This information can be view onscreen and via reports
Base budget functionality and features	Ability to automatically pre-load and update personnel expenditures from the Budget system FTE/personnel module	Salaries Module	X					Changes can be made on the Salaries module and these changes can be automatically updated within the budgets

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
<b>Expenditures</b>								
Expenditure monitoring	Ability to flag particular expenditure accounts as requiring additional information from agency users before agency is allowed to submit budget	Operating and Capital			X			May require a Custom Business Rule
Expenditure monitoring	Ability to compare actual expenditures to original current year budget, current year revised budget, future year requests and historical actuals (required 3 years up to 10 desired)	Operating and Capital	X					This can all be viewed on the Annual Summary grid
Expenditure monitoring	Ability to flag changes to expenditure budgets and/or requests within the current year's budget	Operating, Capital and Change Request		X				All events within Questica Budget can be logged for later viewing. Configurable fields can easily be added to aid with the flagging of certain line items. Changes to the budgets can also be made via the Change Request feature which allows users to recommend individual changes or Decision Packages for consideration. If approved, these changes can be "published" to the budget and easily be identified
Expenditure monitoring	Ability to drill down on summary information to see details and/or roll up information	All	X					Drilling down of information can be done onscreen and view reports

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Scenarios	Ability to build formulas into expenditure forms for "what-if" scenarios and forecasting	Operating, Capital and Change Request	X					Questica Budget was designed (from the budget input perspective) to look somewhat like an Excel spreadsheet, as most of our new Citys are acquainted with developing budgets in this manner. In addition to the look of a spreadsheet, Questica Budget also has spreadsheet-like capabilities, in that users can enter Excel-type formulas if they wish (not a requirement). There is no limit to the number of scenarios that can be create and stored.
Restrictions	Ability to restrict the use of particular expenditure accounts by agency users. For example, CCD has one expenditure account that is not for agency use--but BMO needs to be able to enter budget data citywide or on behalf of agencies in this account (from time to time). Another example would be if a particular account code is being removed from the chart of accounts.	All			X			This may require a Custom Business Rule
Expenditure monitoring	Ability to track, monitor, forecast and report on expenditures at any organizational and budget levels	All	X					There is no limit to the number of years that can be budgeted and forecasted within Questica Budget. Staff can also use Questica Budget's Regular Increase feature to increase or decrease costs by a specific amount or percentage.

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Expenditure historical information	Ability to maintain/provide historical expenditure information for more than 3 years at any organizational and budget level and for any funding source (up to 10+ is desired)	All	X					There is no limit to the number of years that can be stored within Questica Budget
<b>Revenue</b>								
Changes to Revenue Budget	Ability to revise revenue budget for current year (e.g. It's May 2013. The city is working on the 2014 budget, but 5 months of YTD actuals indicate a change from when the budget was produced the year before). The revised revenue must flow through to summary reports and schedules for the future budget being produced.	Operating and Capital	X					Revisions to Revenues can be done at any time via Change Requests, and these revisions can easily be reflected throughout Questica Budget
Records of changes to Revenue Budget	Ability to maintain a record of revenue budget changes to allow for a comparison between original revenue budget and revised revenue budget	Operating, Capital and Change Requests	X					Special changes to revenues may be proposed via Change Requests. If approved, these changes can be "published" to the respective Operating or Capital budgets. These changes can easily be identified by showing a hidden field on the grid. Baselines/snapshots may then be used in order to evaluate before and after a change has been made. 'Baselines,' are snapshots/reports of all budget data across the entire organization at a point in time, or at any point in time. There is no limit to the number of Baselines you can generate. Questica Budget's Baseline reports allow users to compare one baseline versus another (or multiple baselines) in order to see what

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
								has increased decreased or not changed, at a very high level.
Revenue Reporting	Ability to tie the impact on particular revenue accounts (or account categories) back to requested/approved decision packages or other program changes	Operating, Capital and Change Requests	X					All changes, whether proposed, approved and "published," or "unpublished," are tied to a Change Request name and number. The line items entered in the Change Requests are also tied to the Change Request name and number.



Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Scenarios	Ability to build formulas into revenue forms for "what-if" scenarios and forecasting	Operating and Capital	X					Questica Budget was designed (from the budget input perspective) to look somewhat like an Excel spreadsheet, as most of our new Citys are acquainted with developing budgets in this manner. In addition to the look of a spreadsheet, Questica Budget also has spreadsheet-like capabilities, in that users can enter Excel-type formulas if they wish (not a requirement). There is no limit to the number of scenarios that can be create and stored.
Restrictions	Ability to restrict the use of particular revenue accounts by agency users. For example, CCD has a few revenue accounts that are not for agency use--but the BMO uses to enter types of citywide revenue or the Controllers use to make adjustments. Another example would be if a particular account code is being removed from the chart of accounts.	All			X			This may require a Custom Business Rule
Revenue historical information	Ability to maintain/provide historical revenue information for more than 3 years at any organizational and budget level and for any funding source (up to 10+ is desired)	Operating and Capital	X					There is no limit to the number of years that can be stored within Questica Budget
Revenue monitoring	Ability to drill down on summary information to see details	All	X					Drilling down of information can be done onscreen and view reports

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Revenue monitoring	Ability to track, monitor, forecast and report on revenue at any organizational and budget levels	All	X					There is no limit to the number of years that can be budgeted and forecasted within Questica Budget. Staff can also use Questica Budget's Regular Increase feature to increase or decrease costs by a specific amount or percentage.
Revenue monitoring	Ability to flag particular revenue accounts as requiring additional information from agency users before submission	Operating and Capital			X			This may require a Custom Business Rule
Revenue monitoring	Ability to compare actual revenue to original current year budget, current year revised budget, future year requests and historical actuals (required 3 years up to 10 desired)	Operating and Capital	X					This can all be viewed on the Annual Summary grid
<b>Decision Packages</b>								
Decision Package Inputs	Ability for agencies to submit budget expansion and reduction requests for any fund or organization to the Budget Office	Change Request	X					Such expansions or reductions can be proposed via the Change Requests feature within Questica Budget. These changes can be promoted through the approval process and if approved, can be "published" to the budget
What-If Scenarios	Ability to run reports and scenarios based on decision package data, even before expansion/reduction requests are officially approved (i.e. "what-if" scenarios).	Change Request	X					All Operating budgets, Capital projects, profiles (unions) and Change Requests can be copied, given a different name and edited as users see fit. These copies are called Scenarios. Each scenario can look entirely different than the others and users are able to switch between scenarios in order to gauge their impact on the budget. There is no limit to the number of scenarios that can be

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
								created within Qestica Budget.
Notes/Comments	Ability to enter/store private notes and comments regarding decision packages that can only be seen by budget management office users (i.e. no agency users)	All	X					All modules provide an area in which staff can enter internal staff notes. These notes can either be public or Administrative. "Public" notes can be viewed by anyone who has access to that area of the software, where as "Administrative" notes can only viewable to Administrators.
Position Functionality	For new staffing requests, decision package form houses a drop-down with agency-specific position classifications for agencies to choose from.	Salaries Module and Change Rquests	X					When creating a new position, users can use a drop-down menu in order to chose the position types associated with the position being proposed
Required Fields	On the budget forms/decision packages, the system should have the ability to "require" enterers to input certain information before a submission is possible (e.g. agency cannot submit without entering performance metric information)	Change Requests		X				This can be done out of the box by simply marking the comment field as 'required' via a check box related to that field

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Approvals	Ability for Budget Management Office users to approve or deny requests in the system and to make revisions to requests	Change Requests	X					Once a Change Request has been promoted to the BMO, it can be approved, denied, edited or demoted back to the departments for further revision
<b>Capital Equipment</b>								
Capital equipment data organization	Ability to distinguish between new and replacement capital equipment	Capital Module			X			This can be achieved by adding a custom entity on the "General" page on a Capital project
Capital equipment data organization	Ability to categorize equipment by type	Capital Module			X			This can be achieved by adding a custom entity on the "General" page on a Capital project
Capital equipment data organization	Ability to group capital equipment requests by funding sources and by department or program	Capital Module	X					This can be viewed onscreen and via reports
Capital equipment data organization	Ability to capture additional data items for capital equipment (vehicle number, new/replacement, description, justification, etc.)	Capital Module		X				This information can be placed on the "General" page of the project, or a special page can be created for entering such information
Capital equipment approvals	Ability for Budget Management Office users to approve or deny requests	Capital Module			X			A custom entity may be required. Once promoted to the BMO, staff can choose whether they approve or deny a request
<b>Special Revenue Funds and Grants Module</b>								
Special revenue funds and grants module	Accommodates all special revenue funds including grants and non-grant SRFs (as opposed to only operating funds). Eliminates need for "shadow systems" (Access database) that track other City funds and must be manually combined with operating information.	Operating and Capital		X				Grants and SRF's can be categorized separately from Operating funds
Special revenue funds and grants module	Accommodates both non-grant SRFs and grant SRFs, which have a grant/project ID added to the	Operating and Capital		X				This will be configured during the implementation process

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
	Chartfield string. Ability to differentiate between the two types and allows for separate tracking and reporting of these types at any organizational or budget level							
Special revenue funds and grants module	Ability to configure reports and summaries so that they can differentiate between appropriated and non-appropriated SRFs and can sort and/or report on SRFs based on funding source and whether they are grant or non-grant.	Reporting		X				This may also be accomplished via Ad Hoc Reporting
Reporting	Ability to report on grants at a consolidated level (e.g. A grant across multiple years that has multiple project IDs)	Reporting	X					This can be viewed via reports and/or via the Advance Search feature within Questica Budget
SRF data / information	Agencies should be able to enter or revise all data related to special revenue funds in the budget system, including current and future year estimates for expenditures and FTE counts	Operating and Capital	X					Staff can enter and edit this information at any time. Subject to security permissions
SRF data / information	Capability for agencies/BMO to enter other SRF information for each fund/grant, including fund name, program description and purpose, revenue source, and allowable expenditures.	Operating and Capital	X					Questica Budget comes with a number of areas in which this sort of information can be entered
Required data	Capability to allow BMO or system administrator to establish required fields that must be filled out before agency submits the form to BMO for approval	Operating and Capital		X				This can be done out of the box by simply marking the comment field as 'required' via a check box related to that field
Special revenue fund reporting	Produce SRF reports that include detailed revenue, expenditure and personnel information for any budget or organizational level	Reporting			X			May require a custom report

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Roll up feature	Ability to roll up to higher reporting levels across all special revenue funds	Reporting	X					Roll-ups can be viewed onscreen and on reports
Grant org mapping	Ability to align or tie SRF budget and FTE data with agencies' other programs or track-level budgets (or other layers, e.g. Mayor's goals; strategic plan; etc.) to generate reports by department or any other budget or organization level	Operating and Capital		X				Departments/Cost Centers (or even individual budget line items) in Questica Budget can be mapped logically to reflect a relationship between that component of the budget and larger community wide services or goals. For example, if one of the community goals is "public safety", all the budget elements (police/sheriff/Fire etc.) associated with this goal can be flagged, or mapped to the 'public safety' goal or strategic initiative. By mapping the relationship between budget items and community goals, reports can be quickly generated showing all budget revenues and expenditures for each goal. This is sometimes referred to as 'Strategic Budgeting' – linking small budget items to larger strategic goals of the City.
Active/inactive grants	Ability to differentiate between active and inactive grants	Operating and Capital		X				Each grant can be associated with a status such as "Active" or "Inactive." The status chosen will determine whether a grants gets included within the overall reports for the City

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Grants Planning	Provides a grants management and planning tool that facilitates building and managing a comprehensive grants management program for the city	Operating	X					Questica Budget's primary purpose is as a budget preparation tool. However, most Citys use the existing feature set (cost centers in the operating budget) to manage their grants. A dedicated grant management tool is part of the product roadmap
<b>Other Funds (EF and ISF) Module</b>								
Incorporation of enterprise and internal service funds	Ability to budget, report, track, project/forecast, by and for all operating funds, including General Funds, Enterprise Funds, Internal Service Funds and Special Revenue Funds	Operating and Capital	X					This can be done and view onscreen and via reports
Reporting	System contains and generates financial statements	Reports	X					Questica Budget comes with a number of reports that show overall Revenues and Expenses
<b>Capital Improvements Module (CIP = Capital Improvements Program)</b>								
Capital Budgeting	Contains a capital budgeting module and can accommodate project budgets	Capital Module	X					Questica Budget comes with a comprehensive Capital module which allows users to budget for multiyear projects. They can also rank projects and associate Operating Budget Impacts to their projects
Capital Budgeting	Ability to enter and process budget on a different time line than the operating budget (if workflow, calendar and milestones or due dates are contained within the system)	Capital Module	X					Capital projects do not need to be on the same timeline as Operating budgets. Workflow, calendars and milestones can also be associated with projects
Budget input	Ability for agencies and BMO to input capital project budget information, including project name and description, project ID, fund, org, and	Capital Module	X					Questica Budget comes with a number of areas where this information can be entered

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
	budget amount); should be able to tie to a program or other criteria (e.g. "layers", such as the Mayor's goals or elements from a strategic plan)							
Budget input	Ability to upload capital project budget information from Excel spreadsheets	All	X					Questica Budget supports the export to information via Excel, Word, PDF etc.
Budget input	Ability to attach multiple funding sources to a single project	Capital Module	X					There is no limit to the number of funding sources that can be associated with a project
Budget Input - discretionary projects (decision packages for capital funds)	Ability to allow agencies to submit discretionary project requests separately from their capital program request (analogous to decision packages for operating budgets)	Change Requests	X					This can be accomplished via Change Requests
CIP revenue	Capital Improvements Program revenue data entry, tracking and reporting; ability to distinguish CIP projects by revenue source (e.g. mill levy vs. capital grant)	Capital Module and Reports	X					This information can be viewed onscreen and via reports
Expenditure tracking	CIP Reporting on current year CIP budget appropriation as well as prior year appropriations and actuals by project	Capital Module and Reports	X					This information can be viewed onscreen and via reports
Summary schedules	Ability to generate capital project schedules/summaries by department/agency, program, revenue/funding source and other criteria	Capital Module and Reports	X					This information can be viewed onscreen and via reports
Forecasting & planning	Ability to forecast CIP revenue and expenditures; provide planning functionality	Change Requests	X					This is no limit to the number of years that can be budgeted and forecasted within Questica Budget
	Ability to provide a capital plan for the budget year	Capital Module and Reports	X					This information can be viewed onscreen and via reports



Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
	Ability to summarize capital projects and capital projects' funding sources by department within a summary schedule and within the narrative section of a departmental budget book page	Capital Module and Reports	X					This information can be viewed onscreen and via reports
	Provide user-defined format for capital plan submissions.	Capital Module and Reports	X					This can be done via the 'Templates' feature, which automatically populates GL accounts, based on predetermined criteria.
	Ability to summarize and report the capital plan on user-defined parameters (project ID, department/org, funding source, project description and budget amount).	Capital Module and Reports	X					This information can be viewed onscreen and via reports
	Ability to move items from budget year to the "out" years in the capital plan (from the current or next year to future years within the 6-yr plan).	Capital Module	X					Questica Budget provides a "Shift" feature which allows users to move budget numbers from one year to another, whether backward or forward
	Ability to change, add, delete capital plan items.	Capital Module	X					This can be done at any time
<b><u>Producing The Budget Document</u></b>								

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Publishing ability	Produces a final, publishable budget book and/or facilitates some aspect of the publishing process, such as "bundling" the various introductions, appendices, department program narratives, and budget tables, summary schedules, etc., into a single document	Reporting		X				<b>Providing a complete budget book publishing tool is currently on our product roadmap.</b> Today, Questica Budget comes with 90+ out-of-the-box reports. Additional reports can be created to mimic the City's budget book. All reports can be exported to Excel, Word, PDF, and other formats. Additionally, the Questica Budget database is not proprietary and as such, publishing software, such as PatternStream, can pull data from the Questica Budget database for budget book concatenation. Questica has included optional pricing for the PatternStream solution as part of this proposal
	Ability to produce budget tables and summaries for the budget document that contain multi-year budget information	Reporting	X					Questica Budget comes with a number of reports that show multiyear budget information
	Data/information from system can be downloaded into Word (necessary for the proposed & final budget documents and revenue manual) and in such a way that allows BMO to utilize delivered Office formatting capability on downloaded data.	Reporting	X					All reports can be exported to Word, Excel, PDF, etc.
	Provides a tool or mechanism for dynamically updating the budget tables (dollars and FTE information) into the department/program summaries for the budget document	Salary Module and Reporting	X					The mechanism that will allow for the refreshing of Salary related data will be established during the implementation process. Questica Budget comes with a number of reports that show this

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
								sort of information
	Ability to incorporate data entry of narrative, text into forms. This information would be housed in the Budget System	All	X					Questica Budget comes with a number of areas in which this sort of information can be enter
	Ability to produce table of contents for the budget document	None					X	Currently, Questica Budget does not produce the table of content
	Ability to produce graphs and pie-charts	Reporting	X					Questica Budget comes with a number of reports that show graphs and charts
	Ability to produce Financial Statements (actuals)	Reporting	X					Actual cost data can be viewed onscreen and via reports
	Ability to produce Financial Summaries	Reporting	X					Questica Budget comes with a number of reports that show multiyear budget information
	Ability to produce schedules of special revenue data by org and funding source	Reporting			X			May require a custom report
	Ability to write and to publish significant budget changes (i.e. the narrative that explains prominent budget changes for a given fiscal year). The definition of significant should be a user-defined field.	Reporting	X					Questica Budget has a number of areas where narrative information can be entered. Much of this narrative is captured in the standard reports. Any/all narravite can be captured via an Ad-hoc reporting
	Ability to incorporate budget information from the Denver International Airport (DIA), which is part of the City, but they have their own, separate budget system (CGI). Their budget data must get into the Citywide budget summaries, and they have a department section in	Operating and Capital	X					Budget information from the CGI system can be imported into Questica Budget via the Excel export/import tool

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
	the book.							
	Ability to export multi-year data in EXCEL and WORD format	All	X					The ability to export to formats such as Word, Excel, PDF etc. is provided out-of-the-box
<b><i>Personnel Information &amp; FTE/Position Management</i></b>								
FTE/personnel module	Contains an individual position record for all positions within the city that can be updated via an interface with the HR system AND can be updated/maintained manually by BMO staff (agency staff can NOT make changes to these records). Records can be searched by position number, employee name and ID#, department name, organization number, funding source, and class code.	Salaries	X					This can all be done via the Salaries module
	Position records include incumbent information, including name, empl. ID #, hire/promotion dates and elected benefits, as well as position information including position number, position type(s) classification, step (if/when applicable) and pay grade information; department ID (HR) and fund/org (Financial)--including funding allocation information and salary information. Should allow for notes and comments to be entered in the position record	Salaries	X					This can all be done via the Salaries module

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
	Identifies, tracks and reports on all FTEs, including total FTE and position counts as well as FTE budget information/dollar amounts (salaries, benefits, FICA, supplemental pay--per FTE and in total), and incumbent information. This information should automatically load into budget forms/requests.	Salaries	X					This can all be done via the Salaries module
	Ability to account for, budget for and report on positions that are vacant at the time of budget development	Salaries	X					This can all be done via the Salaries module
	Details the history of an individual position including all changes made since its inception (audit trail)	None	X					All position data is stored in the database by budget year. Many standard reports detail position information. Any number of position related reports can be compared over multiple years.
	Ability to accommodate budgeting of dual incumbency positions (2 people sharing 1 position)	Salaries	X					This can all be done via the Salaries module
	Ability to accommodate budgeting of 1/4, 1/3, & 1/2 time positions	Salaries	X					This can all be done via the Salaries module
	Ability to apply different vacancy savings rates to various fund/orgs	Salaries	X					This can all be done via the Salaries module
	Projects benefits for an individual employee based on data from that employee's individual record	Salaries	X					This can all be done via the Salaries module
Updating/maintenance of (HR related) salary tables	Updates & maintains salary, class, grades, benefits tables by uploading excel docs or manual data entry as needed. Updates/revisions can be done en mass (i.e. a percent increase to salary or change to benefits rolls out to all positions at any organization or budget level)	Salaries	X					This can all be done via the Salaries module

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Updating/maintenance of (HR related) salary tables	In addition to updating HR salary and position record data via an interface, data can be manually entered or revised by the system administrator or BMO as needed	Salaries	X					This can all be done via the Salaries module
Updating/maintenance of position records	Ability to add budgeted and non-budgeted individual position records; Ability to remove budget and/or delete position records. Ability to change the status of individual position records and to maintain a history of those changes.	Salaries	X					This can all be done via the Salaries module
Track position changes (position reconciliation between years or snapshots)	Documents all position adjustments throughout a given fiscal period (audit trail function)	All	X					The Questica Budget API (Application Programming Interface) was written from the ground up to support a full event model. Virtually all user actions and entries such as logging in, saving a budget, updating a budget, promoting a budget etc. are tracked and recorded in the Audit System. Virtually any event in the system can be logged for later retrieval if necessary. Standard search parameters in the log viewer include; date range, user, entity, action type, application event type, and containing text.
Differentiate position types	Ability to account for and distinguish between full-time & part-time; permanent FTE & temporary FTE	Salaries	X					This can all be done via the Salaries module

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Ability to distinguish between civilian & uniform employees	Distinguishes between subsets of employees for any report, form or other analytical function--at any budget or organizational level. The system can handle different benefit calculations for different types of personnel.	Salaries	X					This can all be done via the Salaries module
Ability to distinguish between CSA and Elected/appointed positions	Position records and information in reports can identify and/or distinguish whether positions are CSA or elected or appointed positions.	Salaries		X				This can accomplished by placing an attribute on the positions in order to distinguish between CSA, elected or appointed
Ability to distinguish between base, expansion and reduction positions	Ability to distinguish, track, and identify positions that are added or removed as well as the ability to track the addition or removal of budgets for these positions. This could happen as a result of an action taken against a decision package or at BMO's discretion	Salaries		X				This can accomplished by placing an attribute on the positions in order to distinguish between positions. This can also be done via Change Requests
Benefit allocation progression	System tracks and reports on changes to benefit allocations over time (e.g. a user can easily identify that health care premium increases were first estimated/established at 15%, than revised down to 10%, and so on)	Salaries					X	The reason(s) can easily be entered into the comments/justification field on the Salaries module
On-call/seasonal worker FTE calculation	Automatic calculation of on-call/seasonal worker FTE based on total dollars budgeted for on-call/seasonal workers and/or other position information (e.g. class code)	Salaries			X			A customization or custom field may be required, depending on what is meant by 'other position information'
Safety agencies' recruit personnel	Calculates uniform/recruit FTE equivalents separately than other personnel types; distinguishes between uniforms/recruits and other personnel types	Salaries		X				This can be accomplished by placing an attribute on the positions in order to distinguish between position types

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Org chart production	Compiles employee information into departmental summaries & staffing structure (org charts & staffing plans)	None	X					A standard report called "Organization Tree" shows the hierarchy of Positions in a selected Organization
Reporting	Ability to produce a report of FTEs by any organizational level by interfacing with the HR/Payroll system.	Salaries and Reporting	X					This information can be viewed onscreen and via reports
Taxes and retirement calculations	Ability to segregate between Uniform and Non Uniform employees for Taxes and Retirement	Salaries		X				This can be accomplished by placing an attribute on the positions in order to distinguish between position types
Allocated Positions	Ability to allocate a position across different funding sources	Salaries	X	X				Positions can be allocated to one or multiple budgets based on a percentage
Allocated Position Reports	Produces a report that details positions with allocations to more than one funding source	Salaries and Reporting	X					This information can be viewed onscreen and via reports
Glossary	Within the decision package form, a simple accessible glossary explaining position types and job classifications	Change Requests and Reporting	X					This information can be entered in the editable Help feature within Questica Budget
<b><u>Forecasting &amp; Projections</u></b>								
Dashboard capability	Simple mechanism to check current expenditures vs. authorized budget totals and to run reports projecting year-end spending. Pulls data from applicable external systems used by city agencies.	Capital and Operating	X					Once the integration between Questica Budget and PeopleSoft has been established, actual cost data can be imported automatically in order to aid with actual cost vs. budget comparison. This information can be view onscreen or view reports. Questica Budget also comes with a "Project to Year End" field which in which users to enter amounts that expect to expend. Additional information can also be



Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
								imported via Excel
	Alerts budget analyst when expenditures for an account code approach budgeted amounts (ideally customized per agency).	Dashboards and Reports	X					
Macro forecasting capabilities for expenditures & revenues	Projects both expenditures and revenues 5 or more years into the future (up to 10-20 years is desired). Allows user control for assumptions used in the projection.	Capital and Operating	X					There is no limit to the number of years that can be budgeted and forecasted within Questica Budget
"Scenario" forecasting capabilities for expenditures & revenues	Ability to configure elements that allow for scenario-forecasting. E.g.: Sales tax rate changes; collective bargaining changes; benefits plans changes	All	X					There is no limit to the number of scenarios that can be created within Questica Budget. The City can have multiple "Contracts" in the Salaries module, each with the same Grades and Steps but different \$ values at each step
Assisting with balanced budget requirements	Ability to produce a balance page, using prior year ending balance, current year estimate to roll into budget year balance. Revenues and expenditures must be able to be categorized by user-defined groupings.	Operating, Capital and Reporting	X					This information can be view onscreen via the Annual Summary grid on the cost center. This screen shows 2 prior years' budget and actuals, the current year's budget and actuals, and the forecasted years

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
	On the balance page, the ability to create several scenarios for analysis and review (i.e. the revenues will increase by 2% and expenses by 3%, revs3% exp5%, etc. and so forth)	Operating, Capital, Change Requests, Salaries	X					Scenario budgeting can be done at the cost center, project, Change Request and Salaries module. This is no limit to the number of scenarios that can be created.
Year-end forecasting	Projects expected year-end spending and revenue information, allowing users to assess the need for a supplemental budget request. Criteria or algorithms to determine projected year-end spending totals can be easily re-configured by users.	Operating and Capital	X					Questica Budget provides a "Projection to Year End" field on the Budget and Annual Summary grids. Users are able to enter their projections as needed. Custom Business Rules may be required depending on the algorithms needed
Ability to run budget scenarios	Runs various financial scenarios, enabling BMO (or agency) to view different outputs depending on given criteria (e.g. merit, health care scenarios, inflation)	All	X					There is no limit to the number of scenarios that can be created within Questica Budget
Collective bargaining	Provides a central hub for analysis of Safety agencies only; allows users to forecast different scenarios; can pull data in from outside sources (e.g. uploads numerical information from excel spreadsheet)	Operating, Capital, Change Request	X					This information can be view onscreen and in reports. The Excel Export/Import tool will allow the user to export and import information as needed for further analysis
<b>Reporting</b>								
Dimensional or budget "layers" (e.g. Kids, Jobs, Safety)	Generates budget data or reports based on different dimensions (e.g. mayoral priorities or programs) within an agency or citywide	Reporting	X					Questica Budget comes with over 90 out-the-box reports. Most of these reports allow users to define the level of detail (dimension) they wish to see via drop-down menu (parameters)

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Ability to run and save customized reports (including decision packages)	Robust reporting capabilities, including the ability to customize and export data based on BMO or agency/user needs across any organization and fund and for any year with minimal involvement from Questica or Technology Services	Reporting	X					All reports within Questica Budget can be copied and adjusted by City staff or by Questica. Questica Budget also comes with an Ad Hoc Reporting tool which allows users drag and drop the information (fields) they want to see into a report design window. No need to involve IT in report development. All reports can be exported via Excel, Word PDF etc.
Saving reports	Ability to save reports for use either by department or city-wide	Reporting	X					All reports within Questica Budget contain the most up-to-date information. Reports can be copied and edited, new reports can also be created saved, kept private, or shared with specific users or with all users
Saving reports	Ability to save reports by individual user	Reporting	X					A user can either copy and existing report or create a new one, save it and decide whether it remains their private report, or whether it's shared with specific users or with everyone else
Creating reports	Ability to report on any field for FTEs or financial data at every organizational level for a specified time range (if desired)	Reporting	X					Many reports allow users to decide on the time range they wish to see
Summary schedule reports	Rolls up all financial data into individual agency & collective agencies summary reports	Reporting	X					Many reports show rolled up data along with drill-down and drill-through functionality
Zoom/drilldown	Ability to drill down in reports and schedules to see details of what makes up a summary number	Reporting	X					Many reports show rolled up data along with drill-down and drill-through functionality

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Historical data	Retains historical annual budget data dating back at least 3 or more years of actuals, preferably more. System can generate reports detailing historical spending and revenue data--at any budget or organizational level (up to 10 years is desired)	Operating, Capital and Reporting	X					There is no limit to the number of years that can be captured and reported on within Questica Budget. This information can also be viewed onscreen
	Ability to report on original budget compared to actuals for at least 3 or more years (preferably more) for any budget at any organization level	Operating, Capital and Reporting	X					There is no limit to the number of years that can be captured and reported on within Questica Budget. This information can also be viewed onscreen
	Ability to produce a report that compares original budget vs. approved budget	Reporting	X					Questica Budget offers a feature called 'Baselines,' which are snapshots/reports of all budget data across the entire organization at a point in time, or at any point in time. There is no limit to the number of Baselines you can generate. Questica Budget's Baseline reports allow users to compare one baseline versus another (or multiple baselines) in order to see what has increased decreased or not changed, at a very high level.

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
	Ability to produce a report comparing original budget vs. revised budget	Reporting	X					Questica Budget offers a feature called 'Baselines,' which are snapshots/reports of all budget data across the entire organization at a point in time, or at any point in time. There is no limit to the number of Baselines you can generate. Questica Budget's Baseline reports allow users to compare one baseline versus another (or multiple baselines) in order to see what has increased decreased or not changed, at a very high level.
	Retains historical monthly data dating back 3 or more years for year to year comparison reporting	Reporting	X					This information can be viewed onscreen and via reports
Charts	Ability to generate charts from reports	Reporting	X					Questica Budget comes with a number of reports that show graphs and charts
Tracking	Ability to report on current budget status/stage for each form/form type at any organizational level	Reporting	X					Questica Budget comes with a number of reports that show this sort of information. This information can also be viewed onscreen
	Ability to produce a report that shows an agency's net operating expenditures (revenue minus expenditures).	Operating, Capital and Reporting	X					This information can be viewed onscreen and via reports
Performance Reporting by Agency/Dept	Ability to generate reports that show performance progress of specific investments (Budget vs. Actual performance) by Agency or Department/Dept.	Operating, Capital and Reporting	X					This information can be viewed onscreen and via reports

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Query or ad-hoc feature	Ability to get both detailed information and high level, summary data for analysis quickly (big picture data/dashboard), including export to machine-readable formats such as XLS, CSV, etc. at any budget or organizational level	Operating, Capital and Reporting	X					This information can be viewed onscreen and via reports. Most grids and all reports can be exported via Excel, Word, PDF, XML, CSV etc.
<b><i>Performance Management</i></b>								
Incorporates performance management	Ability to include performance measures / metrics (historical/actual, current year and FY projected) in the budget system (for inclusion in the budget document)	KPI feature within Operating module	X					For many clients wishing to capture information beyond the budget, such as Performance Measurements, and/or Service Level Measures (SLM), Questica offers a screen at the business unit level (cost center) where users are able to enter information such as the goals, objectives and outcomes/performance for their business unit. They can enter the outcomes/performance (actual and estimate) for the current year, enter estimates for the coming years, alone with viewing 2 previous years' actual performances – all on the same screen. These SLM's now become part of the workflow process and can be adjusted, approved/denied at the different stages of the budgeting process. Customized reports can show budgetary information, performance measures alone with narratives and descriptions/justifications for each budget. Questica plans to

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
								improve upon these existing Performance Measurement features with the release of a comprehensive Performance Measurements Module later this year (2014).
	Ability to track progress towards departmental goals via performance metrics within the budget system (and for the budget document)	KPI feature within Operating module	X					See answer to item 218 above
	Ability to track and report on short, mid and long term performance outcomes	KPI feature within Operating module	X					See answer to item 218 above
	Ability to link performance measures (tracking and reporting) to budgets at any organization or budget level or funding source.	KPI feature within Operating module	X					See answer to item 218 above
	Ability to perform basic analysis (including trend analysis, ROI) on performance data within the budget system	KPI feature within Operating module	X					See answer to item 218 above
Strategic Planning	Ability to incorporate strategic planning and/or include elements from citywide or departmental strategic plans within the system into the budget process and/or budget document	KPI feature within Operating module	X					See answer to item 218 above
	Ability to link the strategic plan, performance and budget together,	KPI feature within Operating	X					See answer to item 218 above

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
	within the budget system	module						
Performance Reporting	Ability to track and report actual and projected performance measures at every organizational level; including different types of measures (% , dollars, actual numbers).	KPI feature within Operating module	X					See answer to item 218 above
	Ability to report on performance measures compared to citywide goals, agency strategic plans or other layering criteria at any budget or organizational level	KPI feature within Operating module	X					See answer to item 218 above
	Ability to pull performance information separately in order to "produce" or generate department or citywide strategic plans and performance reports that will translate into Denver's "Performance Management Plan".	KPI feature within Operating module	X					See answer to item 218 above
	Ability to convert performance information into dashboard reporting with graphs	KPI feature within Operating module	X					See answer to item 218 above
	Tracks hard and soft dollar savings as identified and actualized by agencies at any budget or organizational level	KPI feature within Operating module	X					See answer to item 218 above
What-if analysis	Ability to produce staffing or workload models for what-if analysis of expansion and reduction requests (system would need to link FTE data (counts) in programs to program goals)	KPI feature within Operating module	X					See answer to item 218 above
Performance management analysis	Ability to review the performance of past investments to their intended performance (budgeted vs. actual performance)	KPI feature within Operating module	X					See answer to item 218 above



Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
	Ability to link resource changes/requests to an agency's performance measures. For example - an addition of one FTE will increase the # of widgets produced by "x".	KPI feature within Operating module	X					See answer to item 218 above
Logic Models	Incorporation of logic models or some way to tie resources to outcomes and performance metrics	KPI feature within Operating module	X					See answer to item 218 above
Integrate Transactional Data from Agencies/Depts.	Ability to interface transactional performance data from other systems (e.g. the City's permitting system) into the budget system and create performance reports based on that transactional data, including impact on future investments (or vice-versa)	KPI feature within Operating module	X					See answer to item 218 above
<b><i>System and Information Administration</i></b>								
<b>Information/Data Management</b>								
Single source table and org tree management	Updates possible with single data entry point vs. changing multiple tables or "shadow documents"	All	X					Questica Budget offers a single point of data entry
Mass changes via uploads or changes to source tables	Ability to upload mass changes (or revise tables and changes flow through) to all items impacted at any organization or budget level or for selected areas. For example, if all agencies have a fuel budget and fuel rates increase 10%, ability to enter 10 % increase in one table or upload a spreadsheet so that BMO does not have to update every form in the system. Same for FTE merit and benefit changes, or a mass FTE move from one org to another.	Salaries Module and Advanced Search	X					This can be done via the Salaries module and via the Advance Search feature which allows authorized users to perform sophisticated and highly dynamic data analytics/Ad-hoc queries based on specific criteria or descriptive words. Queries are created in a user friendly fashion where a complex query can be built –one line at a time. This allows staff to view and update large volumes of data quickly. When presented with the

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
								search results staff can analyze and make changes to many line items and accounts as a whole. They can also insert line items to any budget they wish, apply Regular Increases, Distributions, lock or delete specific lines on a large scale. Mass changes can also be done by exporting the information to Excel, making the changes and then importing them into Questica Budget
Identify errors	Ability to identify what errors occurred and why when a process or change is run at any budget or organizational level.	Tools	X					Error messages appear on the page in which they happen. These messages will provide an explanation as to why the error happen. Questica Budget also offers a "System Error List" page which shows all errors that have happen along with an explanation of the error
Connectivity with Access and Excel	Ability to upload data from Access and Excel	All	X					Questica Budget allows users to upload data via Excel
Mapping	Ability to map the relationship between HR departments and Financial Organizations	All		X				Mapping virtually any two elements together is a simple task, and is typically configured during the implementation process
Effective date for all set up tables	Ability to utilize an "Effective Date" criteria to identify future, current and historical configuration data	All		X				Questica will work with the City of order to accomplish this requirement. Further information may be needed
<b>User Support &amp; Security / Access</b>								

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Security/access	Ability to define and restrict access to various levels of the system depending on department/budget office status	Security and Workflow		X				Security is role based and once established, administrators would be able to determine who is able to view, edit, demote, promote (advance) and lock budgets – at each stage of the budget process. Restrictions to running reports and batch processes, creating scenarios, administrative look-ups, access to actual costs information etc. can easily be established. Administrators can also determine who has access to the budgets and also determine the types of analysis can be performed. Individuals without permission would not be able view selected system reports and/or perform budget analysis.
	System administrator and/or BMO can set up/maintain/remove security access (and without TS assistance) as needed/approved	Security and Workflow	X					This can be done at any time
	Access to forms/data entry can be disabled after a certain "budget stage" so agency users can no longer make changes	Security and Workflow	X					See answer to Item 224 above
	Viewing access can be easily disabled by BMO or administrator so that agencies do not have access to view data (forms and reports of the budget year being developed) while decisions are being made and before they are officially announced.	Security and Workflow	X					See answer to Item 224 above

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Audit function	Contains a history of changes made, identifying the user who performed the change and the date made--for both personnel changes and dollar changes	Logging	X					The Questica Budget API (Application Programming Interface) was written from the ground up to support a full event model. Virtually all user actions and entries such as logging in, saving a budget, updating a budget, promoting a budget etc. are tracked and recorded in the Audit System. Virtually any event in the system can be logged for later retrieval if necessary. Standard search parameters in the log viewer include; date range, user, entity, action type, application event type, and containing text.
Spell check	Spell check available within the system	All	X					Questica Budget comes with a spell checker
Training /user support	System contains help and training functions (within system or on-line) that is interactive and allows users to learn functionality and troubleshoot problems on-the-go; this should be configurable to Denver-specific information	Help and Documentation	X					Regardless of which page within Questica Budget users go, they will be able to access the "Help" menu. This menu provides access to the "Help With This Page" which is specific to the page the users are viewing. Users with the proper permission can edit these "Help With This Page" pages as they see fit. The end-user documentation (user manuals) is also available from the Help menu and be accessed on all pages within Questica Budget
<b><u>Testing &amp; Configuration</u></b>								

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Intuitive, easy-to-operate system	System features and functions are easy to learn; operation does not require extensive programming skills or knowledge. After initial configuration, any future configuration possible without extensive assistance from the City's Technology Services department	All		X				Questica Budget was designed specifically for creating and maintaining public sector / local government budgets. It provides an easy to use web based interface that allows budget entry and development, forecasting and analysis, amendment tracking, and reporting. Questica Budget does not require extensive programming. In fact, most clients use Questica as-is out-of-the-box. Once configured to the City's requirements, further tweaking of the software can be done by BMO staff or by Questica
Training environment	Provides a separate, multi-user environment for budget preparation & system training of users, for all organizational levels	All	X					The City can have as many different environments (instances) of Questica Budget as it wishes. For example, having a testing, training and production environments etc. running at the same time, each having no effect on the others
Testing	Provides an environment to test scenarios, reconfigurations, new reports, new forms or uploads (may be the same as the training environment)	All	X					The City can have as many different environments (instances) of Questica Budget as it wishes. For example, having a testing, training and production environments etc. running at the same time, each having no effect on the others
Ability to load budget scenarios	Runs various financial scenarios, enabling BMO (or agency) to view different outputs depending on given criteria (e.g. merit, health care scenarios) that can then be loaded	All	X					There is no limit to the number of scenarios that can be created within Questica Budget

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
	into the forms or system, if desired							
Configuration	Position tables are easily updated from PSHR, are configurable and include: Grades, classes, position number and type, taxes, salaries, benefits, uniform vs. non-uniform benefits, chartfields, budget increase/decrease percentage; budget status; budget allocation; other information as may be needed	Salaries		X				The Salaries synchronization tool allows for the updating of added/deleted/updated positions, added/deleted/updated employees, changes to employee-to-position relationships, position-to-budget relationships. It does not update salary grids
Configuration	Position tables will need to be configurable and differentiate between uniform and civilian positions; benefits for uniforms and civilians; retirement for uniforms and civilians	Salaries		X				This will be set up during the implementation process
<b><u>Implementation</u></b>								
<b><u>On-going Support</u></b>								
Support	Must provide an assigned account representative.	Implementation	X					A Project Manager will be assigned to this project
Support	From March 1 - October 1, Questica's support hours at a minimum should be 6AM-8PM MT.	Support	X					Standard Support is offered from 6AM to 6PM Mountain Time. Extended Support Coverage can be provided upon request for a specific period or for the entire year. The cost for extended coverage is dependent upon the period being covered and the level of support being requested.  Support tickets that fall into the following categories: PO (System Down) or P1 (Critical)

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
								Bug/Problem) are treated as urgent and will receive dedicated focus and resources. City updates are provided at a minimum of 2 hour intervals from the time the issue is reported or identified until such time as it has been resolved.
Support	From October 2 - February 29, Questica's support hours at a minimum should be 7AM - 5PM MT	Support	X					<p>Standard Support is offered from 6AM to 6PM Mountain Time. Extended Support Coverage can be provided upon request for a specific period or for the entire year. The cost for extended coverage is dependent upon the period being covered and the level of support being requested.</p> <p>Support tickets that fall into the following categories: PO (System Down) or P1 (Critical Bug/Problem) are treated as urgent and will receive dedicated focus and resources. City updates are provided at a minimum of 2 hour intervals from the time the issue is reported or identified until such time as it has been resolved.</p>

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Support	Questica SLAs must accommodate additional workload and urgency during City of Denver's busy budget season (mid-March – mid-October). This will include working extended hours to resolve issues during this time period.	Support	X					<p>Standard Support is offered from 6AM to 6PM Mountain Time. Extended Support Coverage can be provided upon request for a specific period or for the entire year. The cost for extended coverage is dependent upon the period being covered and the level of support being requested.</p> <p>Support tickets that fall into the following categories: PO (System Down) or P1 (Critical Bug/Problem) are treated as urgent and will receive dedicated focus and resources. City updates are provided at a minimum of 2 hour intervals from the time the issue is reported or identified until such time as it has been resolved.</p>
Questica Experience, Expertise & Compatibility	The Questica must demonstrate that they are in compliance with any applicable licenses and certifications.	Compliance	X					Questica will demonstrate compliance with any applicable licenses and certifications
Questica Experience, Expertise & Compatibility	The Questica must demonstrate that their product and implementation processes meet all requirements of the City's Technology Services Department.	Technical Requirements	X					Questica will demonstrate our product and implementation processes meet all requirements of the City's Technology Services Department
Maintenance and Functionality windows	The City's busy budget season runs from March 1 - October 1 each year. Functionality changes should occur outside of this window. Only priority 1 fixes and regular server maintenance should happen within this window unless you have obtained consent from the City of Denver	Support and Maintenance	X					It will be up to the City to decide on when maintenance, upgrades and fixes etc. take place



Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
<b>Customizations</b>								
<b>Automation and Workflow</b>								
Error mitigation	Alerts user (via red flag or other visual cue on base budget entry form) when a budget has not been entered in for a given account code (when that account code was budgeted the prior year)	All			X			This functionality requires a Custom Business Rule (CBR) or may be possible via a Dashboards which shows outstanding budgets
<b>Forms</b>								
Base Budget & Revenue Forms for Agency Input	Ability to require additional information, including justification, for specified account codes--and for this information to be entered into the form	All			X			This will require a Custom Business Rule
Negative budgets	Prevents the entering of negative budgets; flags or sends error message if this budget error occurs	All		X				Requires a Custom Business Rule
<b>Expenditures</b>								
Expenditure monitoring	Ability to flag particular expenditure accounts as requiring additional information from agency users before agency is allowed to submit budget	Operating and Capital			X			May require a Custom Business Rule
Restrictions	Ability to restrict the use of particular expenditure accounts by agency users. For example, CCD has one expenditure account that is not for agency use--but BMO needs to be able to enter budget data citywide or on behalf of agencies in this account	All			X			This may require a Custom Business Rule

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
	(from time to time). Another example would be if a particular account code is being removed from the chart of accounts.							
Revenue monitoring	Ability to flag particular revenue accounts as requiring additional information from agency users before submission	Operating and Capital			X			This may require a Custom Business Rule
<b>Special Revenue Funds and Grants Module</b>								
Special revenue fund reporting	Produce SRF reports that include detailed revenue, expenditure and personnel information for any budget or organizational level	Reporting			X			May require a custom report
<b>Producing The Budget Document</b>								
Publishing ability	Ability to produce schedules of special revenue data by org and funding source	Reporting			X			May require a custom report
<b>Personnel Information &amp; FTE/Position Management</b>								
On-call/seasonal worker FTE calculation	Automatic calculation of on-call/seasonal worker FTE based on total dollars budgeted for on-call/seasonal workers and/or other position information (e.g. class code)	Salaries			X			A customization or custom field may be required, depending on what is meant by 'other position information'
<b>Forecasting &amp; Projections</b>								
Year-end forecasting	Projects expected year-end spending and revenue information, allowing users to assess the need for a supplemental budget request. Criteria or algorithms to determine projected year-end spending totals can be easily re-configured by users.	Operating and Capital	X					Questica Budget provides a "Projection to Year End" field on the Budget and Annual Summary grids. Users are able to enter their projections as needed. Custom Business Rules may be required depending on the algorithms needed
<b>Performance Management</b>								

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
Incorporates performance management	Ability to include performance measures / metrics (historical/actual, current year and FY projected) in the budget system (for inclusion in the budget document)	KPI feature within Operating module	X					For many clients wishing to capture information beyond the budget, such as Performance Measurements, and/or Service Level Measures (SLM), Questica offers a screen at the business unit level (cost center) where users are able to enter information such as the goals, objectives and outcomes/performance for their business unit. They can enter the outcomes/performance (actual and estimate) for the current year, enter estimates for the coming years, alone with viewing 2 previous years' actual performances – all on the same screen. These SLM's now become part of the workflow process and can be adjusted, approved/denied at the different stages of the budgeting process. Customized reports can show budgetary information, performance measures alone with narratives and descriptions/justifications for each budget. Questica plans to improve upon these existing Performance Measurement features with the release of a comprehensive Performance Measurements Module later this year (2014).

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
<b>Per Onsite Demonstration</b>								
Reallocated budgets based on actuals	At the end of the year, can Denver reallocated budgets based on actuals?	Operating and Capital			X			Questica Budget allows you to use the current year actuals as the basis for the next Budget year if you wish. Normally we wouldn't reallocate the current year Budget based on year end actuals, but this could be accomplished using a custom script written for this purpose
Position Tracking	Can Denver track what new positions exist this year vs. last year?	Salaries			X			This will require a custom report
Templates for Operating budgets and Change Requests	Can templates be created for Cost Centers and Change Requests, similar to Capital Projects?	Change Requests			X			Since Operating budgets get rolled over year after year to become the base budget in the new year, and users will most likely use Change Requests feature for incremental increases/decreases, we do not believe templates on the Operating modules is necessary. For Change Requests, it is possible for us to create a Custom Business Rule that will automatically fill in the predetermined GL accounts

Feature/Facet	Description	Module	Out of the Box	With Configuration	With Programming	Future Release	Cannot Meet	Explanation
								based on the Change Requests type that a user chooses

2.0) Technical Requirements (SAAS)

As per Questica completed Cloud Services RFP Technical Requirements.  
*Read-only version titled "7164 Questica Technical Requirements Response" provided electronically with this SOW.*

## C) Service Level Agreement (SLA) Addendum

### Questica Budget Subscription Agreement Excerpt

#### 3. USE OF THE SERVICES

**3.1 Our Responsibilities.** We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 pm Friday to 3:00 am Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

**3.2 Our Protection of Your Data.** We shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with City support matters.

**3.3 Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

#### 5. PROPRIETARY RIGHTS

**5.1 Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

**5.2 Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

**5.3 Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

**5.4 Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

**5.5 Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

## 6. CONFIDENTIALITY

**6.1 Definition of Confidential Information.** As used herein, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

**6.2 Protection of Confidential Information.** The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party’s prior written consent.

**6.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party withes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding 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.

### Service Levels

The City’s expectation is that if City personnel experience a system problem, they will call the City’s internal help desk to log an incident. The help desk will notify the on call support analyst who will attempt to determine if the problem is caused by the internal infrastructure (e.g. server down, network down, pc problem) and forward to the application service provider if the problem resides with the application.

If the issue is identified to be an issue with the software, the City’s system support team will contact the Contractor. The Contractor will respond to Support Calls according to the following Service Levels:

Service Level	Service Response Time	Resolution Status Update Frequency	Service Resolution Time Goal
Emergency	Less than 30 min	Every 30 minutes	Less than 30 min
High	1 hour	Every 2 hours	Within 2 hour
Medium	2 hours	Every 48 hours	Within 5 Business days
Low	8 hours	Every 10 Business Days	Within 30 Business Days

**Service Response time** refers to the maximum elapsed time after problem logged for investigation and action by the Contractor. The Contractor will communicate with the City's internal software support team, providing an action plan.

**Resolution Status Update Frequency** refers to the maximum time elapsed after problem has been initially logged before a status update is provided to the City. The Contractor will continue to provide status updates to the City within this frequency interval until such time as the problem is resolved.

**Service Resolution time** goal refers to the objective for the maximum elapsed time after problem is logged for some sort of problem resolution to be provided.

Service Levels will be determined in accordance with the following:

### Emergency

- System down during critical support times for Budgeting

### High

- System down (Software Application)
- Inability to do budgeting
- Program errors without workarounds
- Incorrect calculation errors impacting records
- Performance issues of severe nature impacting critical processes
- Reports calculation issues
- Security breaches and other security issues

### Medium

- System errors that have workarounds
- Performance issues not impacting critical processes
- Usability issues

### Low

- Report formatting
- Aesthetic issues
- Recommendations for enhancements on system changes

Questica will make every effort to provide a problem resolution within the stated Service Resolution time goal.

### Help Desk Services/ Customer Service and Technical Support

The City has a central help desk for all employee user applications. The central help desk acts as the first point of contact and brokers support requests that are not readily resolved with a scripted solution to tier 2 support.

### Recovery Point Objective

The solution RPO (Recovery Point Objective) data loss threshold as follows:

Month	Length in Hours	
	7am to 8pm MT	8pm to 7am MT
January	0.15	0.15
February	0.15	0.15
March	0.25	0.5
April	0.25	0.5
May	0.25	0.5
June	0.25	0.5
July	0.25	0.5
August	0.25	0.5



September	0.25	0.5
October	0.25	0.5
November	0.1	0.5
December	0.1	0.5

### Recovery Time Objective

The solution should have an RTO (Recovery Time Objective – tolerance to service interruptions) as follows:

Month	Length in Hours	
	7am to 8pm MT	8pm to 7am MT
January	0.5	2
February	0.5	2
March	0.25	1
April	0.25	1
May	0.25	1
June	0.25	2
July	0.25	2
August	0.25	1
September	0.25	1
October	0.25	1
November	0.25	1
December	0.25	1

### Service Guarantee

Questica, via AEGISYS, will provide a 99.9% IP connectivity to the Internet within AEGISYS's network.

AEGISYS will also provide 99.9% web server availability and 99.8% database availability within AEGISYS's network on a 24/7 basis outside of scheduled maintenance windows.

Availability will be calculated per calendar quarter, as follows:

$$\left[ \left( \frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99\%$$

Where:

- 1) Total means the total number of minutes in the calendar quarter;
- 2) Non excluded means downtime that is not excluded; and
- 3) Excluded means:
  - a) Any planned downtime of which Questica gives 24 or more hours' notice in accordance with the Agreement or via a conspicuous on-screen message in Questica Budget. Questica will use commercially reasonable efforts to schedule all planned downtime during the hours from 6:00 p.m. Friday to 3:00 a.m. Monday, U.S. Pacific Time.
  - b) Any period of unavailability lasting less than 15 minutes.
  - c) Any unavailability caused by circumstances beyond Questica's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Questica employees), denial-of-service attacks, or third-party Internet service provider failures or delays.



## Program Management Office Scope of Work

For any partial calendar quarter during which The City subscribes to Questica Budget, availability will be calculated based on the portion for which The City subscribed.

### Remedies

Should Questica fail to make Questica Budget available as set forth above in a calendar quarter, The City may continue to use Questica Budget but receive a refund for one full day of subscription fees for each active subscription on the Production Questica Budget instance in that quarter, for each full or partial hour of Questica Budget unavailability below the percentage specified above. In no case shall the total refund for any quarter exceed the lesser of \$100,000 or 25% of the subscription (*Licensing, Maintenance & Support*) fees paid by The City for such quarter. Should Questica fail to make Questica Budget available as set forth above in two consecutive calendar quarters, The City may, in lieu of receiving the above-described refund for the second quarter, terminate the Agreement by providing notice of termination, in which case Questica will refund to Customer any prepaid fees for the remainder of Questica Budget subscription term(s) following the date of termination.

### Monitoring

Questica, via AEGISYS, uses a variety of tools to monitor (i) the availability and performance of the Customer's production services environment and (ii) the operation of the of infrastructure and network components.

### Monitored Components

Questica, via AEGISYS, monitors all levels of the service infrastructure, and currently generates alerts for CPU, memory, storage, database, network components, and transactions. Questica's Operations staff attends to any automated warnings and alerts associated with deviations of the environment from Questica defined monitoring thresholds, and follows standard operating procedures to investigate and resolve underlying issues.



Signature

## Acceptance Certificate

**Client:** City of Denver  
**Project:** Budget Replacement System  
**Initiated By:** Technology Services

Date: \_\_\_\_\_

Milestone Reference:

Type:  Final

Description:

The above \_\_\_\_\_ has been reviewed by the City and fully meets all deliverables and requirements pertaining to its completion as outlined in the entirety of the Statement of Work (SOW) and is hereby considered as having passed the acceptance criteria specified by City.

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Questica Project Manager

\_\_\_\_\_  
Date

## Glossary of Terms & Acronyms

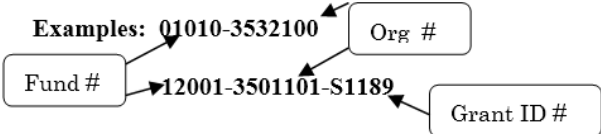
### Acronyms

Acronym	Definition
<b>BMO</b>	Budget Management Office
<b>CPM</b>	City Project Manager
<b>FGR</b>	Fit Gap Report
<b>QPM</b>	Questica Project Manager
<b>SOW</b>	Scope of Work

### Terms

Term	Definition
<b>Account</b>	A subdivision of a fund used to segregate transactions and the monies that are related to those transactions.
<b>Account Code</b>	A six-digit number assigned by the Controller's Office that represents a certain type of transaction: <ul style="list-style-type: none"> <li>• 000000-299999 = Balance sheet accounts</li> <li>• 300000-499999 = Revenue accounts</li> <li>• 500000s = Personnel expenditures</li> <li>• 600000-799999 = Services and Supplies expenditures</li> <li>• 800000s = Equipment expenditures</li> <li>• 900000s = Internal Services and Bond expenditures</li> </ul>
<b>Agency</b>	A department, division, section, bureau, commission, board or other organizational unit established by law as a part of the City.
<b>Agency Budget Book Narrative</b>	A series of pages published within Denver's annual budget book that includes the agency's description, mission and vision; programs and services provided; organizational structure; and an overview of strategies and key performance metrics, including context around the metrics' performance. <i>BMO frequently uses "narrative" and "template" interchangeably; however, the template also includes budget and FTE tables, including changes and historical actuals, and a written description of significant, year-over-year budget changes.</i>
<b>Appropriation</b>	The level at which budget is authorized in appropriation bills. In some cases, this corresponds to an agency or org-level, but in other cases, it represents multiple budgets (e.g. Police Operations and Police Administration are two separate budgets, but are within one appropriation). Sometimes referred to as appropriation level.
<b>Appropriated Funds</b>	All funds except debt service funds and except special revenue funds whose authorized expenditures are based upon cash or grants received.
<b>Base Budget</b>	A budget which contains all personnel, services and supplies and internal service fund charges needed to maintain an agency's current level of service.
<b>Budget &amp; Management Office</b>	The Budget and Management Office (BMO) prepares and oversees the implementation of the City's budget, evaluates new initiatives and program proposals by City agencies; makes recommendations to elected officials; and collects and analyzes fiscal data related to the operation of the City and County government. The office also evaluates the financial and operational aspects of major policy issues and acts as a resource to the Administration and to departments regarding service delivery improvements and cost controls.
<b>Budget</b>	A plan of financial operation embodying an estimate of proposed expenditures for a given period and the proposed means of financing them.
<b>Budget Calendar</b>	The schedule for completion of the various phases in the preparation of the budget; the calendar begins with the issuance of the budget forms and ends with filing the allotments with the Auditor.
<b>Budget Document (Budget Book)</b>	A document prepared by the Budget and Management Office on behalf of the Mayor, which must include but is not limited to: a general statement describing

Term	Definition
	the important features of the budget; statements by funds showing estimates of expenditures, receipts, opening and closing balances compared with the previous and current fiscal years; statements of expenditures and work programs of the various agencies; the amount to be raised by taxation to pay interest on general obligation bonded indebtedness, and to provide for the debt service fund; and the amounts to be expended for capital improvement projects and the sources of revenue for financing such projects. City Council adopts the budget by motion; however, Council may revise or alter the budget prior to adoption by a two thirds vote.
<b>Budget-in-process</b>	A semi-completed budget in the process of compilation. Such a budget has yet to be approved by the Mayor and/or City Council. Such budgets typically have outstanding action items – such as decision packages – that require final approval by city decision makers.
<b>Budget Levels</b>	<p>The levels at which agencies typically request and/or monitor expenditures and revenues (generally corresponds to organization structure—see definition, below)</p> <p><b>Appropriation Level</b> (Highest budget level; Spending authority is set by ordinance; takes an ordinance to increase/decrease/transfer; generally corresponds to a department or standalone agency)</p> <p>↓</p> <p><b>Control (Org) Level</b> (budgets are monitored/controlled; agencies can move funds between org/control levels w/o ordinance, but need BMO approval; generally corresponds to a subdivision of a department or agency)</p> <p>↓</p> <p><b>Tracking (activity) Level</b> (Budgets are set up at this level to reflect programs &amp; roll up to a control level; expenditures not monitored at this level; generally corresponds to activities within an agency or department)</p> <p>↓</p> <p><b>Subactivity Level</b> (Not really “true” sub levels; Agencies must manually set up budget at sub-levels using these or program codes; expenditures not monitored at this level)</p>
<b>Budget Savings</b>	A portion of an agency’s budget set aside and unavailable for expenditure. These savings represent budget reductions imposed as a result of revenue shortfalls.
<b>Capital Budget</b>	A plan of proposed expenditures that results in the acquisition of or addition to fixed assets, and the means for financing these expenditures.
<b>Capital Equipment</b>	<p><u>Major</u> – Equipment that has a useful life of more than one year and a unit cost of at least \$50,000.</p> <p><u>Minor</u> – Nonrecurring items having a useful life of more than one year and a unit price of less than \$50,000 but at least \$500.</p>
<b>Capital Improvement Program</b>	A plan for capital asset expenditures to be incurred each year over a fixed period of several future years. The plan sets forth each capital project, identifying the expected beginning year for each project, the amount to be expended in each year, and the method of funding those expenditures. Sometimes referred to as CIP.
<b>Capital Project Funds</b>	Funds used for the acquisition and maintenance of major capital assets other than those financed through special assessment or enterprise funds.
<b>Career Service Authority</b>	City employees that are hired under the Career Service Authority (CSA) system, which provides rules that govern both the City and employees in regard to employment with the City and County of Denver. This governance includes rules regarding merit pay, discipline procedures, leave time, retirement, etc.; hiring and recruitment are conducted on the basis of merit, and employees are entitled to city benefits and legal protections. CSA does not include Police and Fire uniform employees or seasonal, contract, or on-call employees.
<b>Chartfield String</b>	A coding structure used to numerically identify the various levels of the City’s accounting systems. These levels include funds, organizations (agencies), grants, projects, programs and accounts. The terms chartfield string and

Term	Definition
	<p>chartfield are interchangeable.</p> <p>Examples: 01010-3532100</p>  <p>Fund # → 12001-3501101-S1189 ← Grant ID #</p> <p>Org #</p>
<p><b>Cloud Service/Cloud Computing</b></p>	<p>Cloud computing is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This cloud model is composed of five essential characteristics (listed below), three service models, and four deployment models.</p> <p><i>Essential Characteristics:</i></p> <ul style="list-style-type: none"> <li>▪ <i>On-demand self-service.</i> A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service provider.</li> <li>▪ <i>Broad network access.</i> Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g., mobile phones, tablets, laptops, and workstations).</li> <li>▪ <i>Resource pooling.</i> The provider’s computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the City generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth.</li> <li>▪ <i>Rapid elasticity.</i> Capabilities can be elastically provisioned and released, in some cases automatically, to scale rapidly outward and inward commensurate with demand. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time.</li> <li>▪ <i>Measured service.</i> Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.</li> </ul>
<p><b>Cloud Service Deployment Models</b></p>	<ul style="list-style-type: none"> <li>• <i>Private cloud.</i> The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.</li> <li>• <i>Community cloud.</i> The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.</li> <li>• <i>Public cloud.</i> The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.</li> <li>• <i>Hybrid cloud.</i> The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain</li> </ul>

Term	Definition
	unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds).
<b>Contingency Reserve</b>	As defined by the City Charter, the proposed budget for the General Fund shall include an amount, not less than two (2) percent of the total estimated expenditures set forth in the General Fund for the ensuing year, for the payment of any expense, the necessity of which is caused by any casualty, accident or unforeseen contingency, after the passage of the annual appropriation ordinance. Revenues received during the year in excess of those projected, or an opening balance larger than projected, will automatically be added to the contingency reserve.
<b>Control Level Org</b>	Within the City's accounting system, an agency is assigned a specific organizational code by which that agency tracks budget and expenditures. The agency budget book narrative templates found in Denver's annual budget book document are organized by control level orgs. This is the level at which the DOF monitors or restricts budget activities. An appropriation may be made up of one or more control level orgs that are then further broken down into activity or "track-level" orgs.
<b>Current Year Budget</b>	A budget that is reflective of the present year. For example, if it is May 2013, the current year budget would be the 2013 budget. The CCD is on a calendar fiscal year.
<b>Decision Package</b>	A decision package is any request to change resources within an agency or program, including both expansion and reduction proposals that will require major decision points to be discussed at an executive level during the annual budget cycle.
<b>Debt Service Funds</b>	Funds used for the payment of principal and interest on General Obligation and other long-term debts.
<b>Dimensions</b>	Different ways to organize budget data. Sometimes referred to as layers. Examples of dimensions include mayoral priorities, programs and activities, or value streams. The intention is to see the total budgetary outlay devoted to a given area.
<b>Effective Date</b>	Effective dating allows for future dated configuration data or sets the date at which a particular change (e.g. location of a position; benefits rates) takes place, without impacting data or calculations in the time between when the change is entered and desired start date.
<b>Enterprise Fund</b>	A fund established to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.
<b>Financial Statement</b>	A statement of net assets, a statement of revenues, expenses, and changes in net fund assets or a statement of cash flows. Enterprise funds and internal service funds are expected to deliver financial statements to the Budget and Management Office and the Controller's Office as part of the annual budget cycle.
<b>Fixed Asset</b>	A specific piece of real or personal property which is tangible in nature (possessing physical substance) and has an expected useful life longer than one year. The items are acquired through outright purchase, construction, lease purchase agreements, installment purchase contracts, tax or special assessment foreclosure, eminent domain, donations or gifts.
<b>Forecasting</b>	The process by which future expenditures and revenues are projected based on a combination of historical actual data and user-built assumptions (e.g. sales tax growth at 5 percent per year).
<b>Fringe Benefits</b>	Fringe benefits include the City's contribution to elected benefits, such as life insurance, retirement, health and dental insurance, and mandatory benefits, such as retirement and Social Security programs.

Term	Definition
<b>Fund</b>	A fiscal and accounting entity, created by charter, ordinance, or applicable state law, consisting of a balanced set of accounts in which cash and other assets, related liabilities, residual balances, and changes therein, are recorded and segregated. Funds, excepting the General Fund, have specific sources of receipts and specific purposes of expenditures.
<b>Fund Balance</b>	The difference between fund assets and fund liabilities of governmental funds.
<b>General Fund</b>	The largest and most important of the City's funds. It includes all resources not restricted legally to a specific use, and funds most of the CCD's primary operations/services. The major source of revenue for the General Fund is the sales tax, which accounts for approximately fifty percent of the fund revenue. Local property tax and the lodgers' tax also support the General Fund, as well as revenue derived from fees for services and materials, licenses, permits, and fines.
<b>Grant ID</b>	A five digit code assigned by the Grants Administrator within BMO used to track a grant which has been awarded to a city agency.
<b>Governmental Funds</b>	A group of funds that account for activities associated with the City's basic operations. Types of governmental funds are the General Fund, special revenue funds, capital project funds, and debt service funds. This group of funds uses a modified accrual basis of accounting and focuses on operating revenues and expenditures.
<b>Incremental Line-Item Budgeting</b>	A style of budgeting that divides a budget into specific categories (account codes, e.g. minor office supplies, regular compensation, postage, etc.) and permits the annual expansion of each item based on a given inflationary percentage or dollar amount. This method is currently used by the City and County of Denver.
<b>Input</b>	Input measures show the amount of resources, financial or otherwise, used for a specific activity or program.
<b>Internal Services</b>	Services or materials provided by one City agency to another. Payments are made through an internal billing transfer.
<b>Internal Service Fund</b>	A fund used to account for the financing of goods or services provided by one department or agency to other departments or agencies of a government, or to other governments, on a cost reimbursement basis.
<b>Lapsing Fund</b>	A fund in which appropriated amounts that the agency does not or cannot spend by the end of the fiscal year lapse or come to an end and are not carried forward into the next fiscal year. The budget is liquidated at the end of the budget period for all non-encumbered budget balances. All General Fund appropriations and enterprise funds and internal service funds are lapsing funds, as are some special revenue funds.
<b>Layers</b>	Dimensionality added to budget line items or programs, in addition to the organizational structure aka "slice and dice". Examples may include the Mayor's priorities (Jobs, Youth, and Safety/Safety Net) that could change with a new administration. BMO desires to know what the budget would like if it were arranged by those 3 priorities (or other layering criteria) rather than by line items or programs.
<b>Logic Model</b>	A visual representation displaying all inputs, outputs, and outcomes along with the links connecting each. Logic Models are used to link individual inputs to wide program or organizational goals (GFOA).
<b>Mission Level Metrics</b>	High-level performance indicators that directly reflect progress toward departments achieving their mission.
<b>On-Call Position</b>	A position in which the employee works as needed and does not have an established work schedule. On-calls should not work more than 39 hours per week or for more than one full calendar year, and they are not eligible for benefits.
<b>Operating Budget</b>	The plan of current expenditures and the proposed means of financing them.
<b>Operating Expenses</b>	Fund expenses which are directly related to the fund's primary service activities.
<b>Operating Income</b>	The excess of operating revenues over operating expenses.



Term	Definition
<b>Operating Revenue</b>	Fund revenues which are directly related to the fund's primary service activities. They consist primarily of user charges for services.
<b>Operational Measures</b>	Performance measures or metrics that relate directly to the service provided or activity being performed, including input, output, and workload measures. Examples: number of permits reviewed; number of potholes filled; caseload per caseworker; and number of youth participating in recreational fitness programs.
<b>Original Budget</b>	The budget approved by City Council in November of each year. This budget constitutes the appropriation to spend funds for the following year. For example, City Council approves the 2014 budget in November, 2013.
<b>Organizational Structure</b>	The City is divided into Departments (that are subdivided into agencies) and "stand alone" agencies that generally correspond to the level at which Denver appropriates budget. These are then subdivided into agencies (control level budgets) and programs (activity or track level budgets). See Annual Budget Book for further information.
<b>Outcome</b>	Outcome measures report on the result of a given activity or program. These measures assess activity or program impact and effectiveness and show whether expected results have been achieved.
<b>Outcome Budgeting</b>	A method of budgeting that aligns resources with desired outcomes that are prioritized rather than increasing base budgets incrementally for each agency or department (similar to performance budgeting).
<b>Output</b>	Output measures show the quantity of units produced or services rendered by an activity or program.
<b>Performance Budgeting</b>	A method of budgeting which ties resources to projected outputs and/or performance results within a program rather than inputs or presumed service needs or activities conducted (similar to outcome budgeting).
<b>Performance Management</b>	A framework for encouraging organizations to establish measurable goals which guide operations and resource decisions. A process by which organizations align their resources, systems and employees to strategic objectives and priorities. It includes activities which ensure that goals are consistently being met in an effective and efficient manner. Performance management can focus on the performance of an organization, a department, program, employee, or even the processes to deliver a particular service.
<b>Personnel Services</b>	Salaries and fringe benefits for all unlimited (permanent) and limited (temporary) employees; individual contracts; and clothing, uniform and equipment allowances.
<b>Position Management</b>	A module within budgeting software that provides data on agencies' budgeted and unbudgeted personnel. Data include salary and benefit information. Module also projects salary and benefit increases or decreases – by employee – for upcoming fiscal periods. Also, a process by which the FTE count and costs are monitored and controlled for budget purposes.
<b>Priority Based Budgeting</b>	A form of budgeting whereby resources are most heavily allocated to a community's pre-determined priority areas.
<b>Program</b>	A group of related activities performed by one or more organization units for the purpose of accomplishing a function or delivering a service or outcome for which the government is responsible.
<b>Program Inventory</b>	A comprehensive list of all programs and services the City provides to the community. The inventory facilitates prioritization during the annual budget process.
<b>Projections</b>	An estimate of an agency's total spend from the current point in time to the end of the fiscal year. The process of projecting the total year-end expenditure helps to determine if a supplemental budget appropriation is necessary. This term is often used interchangeably with forecasting.
<b>Position</b>	The aggregate of duties and responsibilities performed by one person. A position may be unlimited, limited, or on-call, and may be filled or vacant.
<b>Proprietary Funds</b>	A group of funds that account for activities that are often seen in the private sector and are operated in a similar manner as in the private sector. This

Term	Definition
	group of funds uses a full accrual basis of accounting, and focuses on net income and capital maintenance. Enterprise and internal service funds belong to this group.
<b>Revenue</b>	Total inflow of net assets. (Revenue is NOT the amount of cash receipts).
<b>Revised Budget</b>	A budget which reflects changes made since the adoption of the original budget. See original budget for more information on that term.
<b>Scope of Work Entries</b>	<p><u>In scope:</u> The task or function is within the scope of work to be undertaken by Questica professional services.</p> <p><u>City task:</u> The task or function is not within the scope of work to be undertaken by Questica professional services, but will be undertaken by the City.</p> <p><u>Not in scope:</u> The task or function is not within the scope of work to be undertaken by Questica professional services, nor will it be undertaken by the City.</p> <p><u>n/a:</u> Some functions such as reporting using the standard Questica Budget report library are available to, and utilized by, the City but their use is ancillary to the implementation of Questica Budget and not a required component of implementation.</p>
<b>Services and Supplies</b>	Services include the purchase of professional and technical services (contract), utilities, repair and maintenance services, travel, printing and other services and charges. Supplies include items such as office supplies, building materials, health supplies, food, and automotive parts.
<b>Software as a Service (SaaS) Cloud Service Model</b>	The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user specific application configuration settings.
<b>Summary Schedule</b>	A report which compiles budget and/or personnel information by some combination of fund and/or organization. For example, one summary schedule might outline budgeted FTE by each department in the city; another might outline prior year, current year and future year budget by each department in the city.
<b>Special Revenue Fund</b>	Any fund which must be devoted to some special use in accordance with specific regulations and restrictions. Primary sources of special revenue funds are usually federal, state, local, and private grants.
<b>Technology Services</b>	The central information technology and telecommunications department for the Denver City and County government. Technology Services provides project management, business analysis, data network, telephone, application development, software support, and electronically delivered communication services for our internal and external Cities.
<b>Template</b>	A section of the budget book that includes the narrative/program information, performance data, and the budget (dollars) and FTE tables for an agency. <i>BMO frequently uses this term interchangeably with "narrative" or "narrative template".</i>
<b>Topline Data</b>	Big-picture budget information such as current year total budget; total budget by character level; percentage of yearly budget spent; and actual spend by month. This information can be accessed for any fund or organization and by appropriation, control level, tracking level and sub-tracking level.
<b>Tracking Org Level</b>	The level of budget allocation used to track specific expenditures and revenues by program or activity. Except for some agencies that utilize a "sub-tracking" org level, this is generally the lowest level at which expenditures and revenue budget are established and/or transactions are recorded.
<b>Tree Management</b>	The hierarchical structure in which departments (or other business units) report

Term	Definition
	to one or more higher-level units; the lower units on the chart typically report to increasingly higher units. A reporting unit can be an individual department from the financial or HR data, or it can be a higher-level, "summary" unit that combines information from other reporting units.
<b>User</b>	Generally refers to any person or agency that use the budget system. The system administrator and BMO staff may be referred to as super users; BMO and agency staff who work with the budget system are users.
<b>Vacancy Savings</b>	An estimate of the savings resulting from turnover, including the savings generated while the position is vacant (from the time it is vacated until it can be refilled), as well as any savings resulting from the decrease in pay and/or change in classification. BMO budgets this savings by decreasing departments' appropriations. For agencies with 11-29 employees, vacancy savings is two percent of the total compensation costs; for agencies with 30 or more employees, vacancy savings is three percent. However, due to the recent economic downturn, budgeted vacancy savings has been reduced by half. No vacancy savings is budgeted for agencies with 10 or fewer employees.
<b>Value Stream</b>	All of the programs and services that are required to achieve a citywide outcome for the Denver Community
<b>What-If Scenario</b>	An analysis or report that projects future financial outcomes based on user-defined inputs (e.g. if merit raises were to increase by 3% next year, the net budget impact would be x dollars).
<b>Workload Measure</b>	Workload – input or output measures that indicate the demand (e.g. caseload) placed on an employee, program or work unit, or the quantity of units produced or services rendered by an activity or program.
<b>Zero Based Budgeting</b>	A method of budgeting that defines what is needed to deliver a service at a particular level of quality, for a period of time, regardless of what was budgeted in prior periods.



# Program Management Office Scope of Work

## EXHIBIT B-CERTIFICATE OF INSURANCE



**Certificate of Insurance**

**Certificate No.: 2014-07**

This is to certify to: **City of Denver – Budget and Management Office**  
**Webb Municipal Office Building**  
**201 W Colfax Ave, Dept 1010**  
**Denver, CO 80202**

that the following described policy(ies) or cover note(s) in force at this date have been effected to cover as shown below:

Named Insured: **QUESTICA INC.**  
 Address: **980 Fraser Drive, Unit 105**  
**Burlington, ON L7L 5P5**

Description of operations and/or activities and/or locations to which this certificate applies:

**Evidence of Insurance**

<b>Type</b>	<b>Insurer</b>	<b>Policy No.</b>	<b>Policy Period</b> from (mm/dd/yyyy) to (mm/dd/yyyy)	<b>Limit of Insurance</b>
General Liability	Berkley Insurance Company	BC 90000537	04/30/2014 to 04/30/2015	\$ 5,000,000 Per Occurrence Bodily Injury and Property Damage \$ 5,000,000 Products and Completed Operations Aggregate \$ 5,000,000 Personal and Advertising Liability \$ 25,000 Medical Payments \$ 5,000,000 General Aggregate \$ 1,000,000 Tenants Legal Liability \$ 1,000,000 Employer's Liability \$ 2,000,000 Non-Owned Automobile
Professional Liability	Berkley insurance Company	BC 90000537	04/30/2014 to 04/30/2015	\$ 3,000,000 Per Claim \$ 3,000,000 Aggregate \$ 10,000 Self-Insured Retention

**Additional Information:**

It is hereby noted and agreed that the **City and County of Denver, its elected and appointed officials, employees and volunteers** is added as Additional Insured under the General Liability policy, but only with respect to the liability arising out of the operations of the Named Insured.

This certificate is issued as a matter of information only and is subject to all the limitations, exclusions and conditions of the above-listed policies as they now exist or may hereafter be endorsed.

It is understood and agreed that the above noted General Liability policy contains a waiver of subrogation in favour of the certificate holder.

Should one of the above-noted policies be cancelled before the expiry date shown, the insurer(s) will endeavor to provide 30 days of written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Limits shown above may be reduced by Claims or Expenses paid.

**BFL CANADA Risk and Insurance Services Inc.**

Signed in Toronto on July 9, 2014

Per:   
 \_\_\_\_\_  
 Authorized Representative

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: TECHS-201417093-00

Contractor Name: QUESTICA INC

By: Allan Booth

Name: Allan Booth  
(please print)

Title: Treasurer  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

