

Council Agenda Report

Adjourned Meeting
11-02-21

Item
3.B.6.

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Renée Neermann, Finance Manager

Reviewed by: Lisa Soghor, Assistant City Manager

Approved by: Steve McClary, Interim City Manager

Date prepared: October 6, 2021 Meeting date: November 2, 2021

Subject: Professional Services Agreement for Budgeting Software and Support

Services

<u>RECOMMENDED ACTION:</u> Authorize the Mayor to execute a Professional Services Agreement with Questica Ltd. to provide a comprehensive budgeting software system and ongoing support services.

<u>FISCAL IMPACT:</u> The proposed contract includes a one-time implementation and deployment fee of \$15,000 plus an annual subscription fee of \$39,400 for a total 3-year term not to exceed \$133,200. Funding for the implementation and first year subscription is included in the Adopted Budget for Fiscal Year 2021-2022 in Account No. 100-7054-6120 (Finance – Computer Software). Future annual subscription costs will be included in future fiscal year budgets. The acquisition of the new software system is an eligible expense under the American Rescue Plan Act (ARPA) and has been budgeted to that funding source.

WORK PLAN: This item was included as Item 6.c. in the Adopted Work Plan for Fiscal Year 2021-2022.

<u>DISCUSSION:</u> The City currently prepares its annual Operating Budget and Capital Improvement Plan (CIP) using Microsoft Excel, which is not designed specifically for the purpose of preparing a municipal operating budget. The City's current preparation process is one that focuses a disproportionate amount of time on data entry and document preparation, leaving less time for priority setting, analysis, identification and correction of potential fiscal issues. This results in a budget preparation process that has become very labor intensive and inefficient. Seeking to streamline workflow and provide

greater accessibility to the data, the Adopted Budget for Fiscal Year 2021-2022 included funding for the acquisition of a comprehensive budgeting software system (BSS) to replace the existing process. A BSS will improve the resiliency of government services and allow staff to collaborate remotely.

On August 6, 2021, the City issued a request for proposals from qualified vendors to provide budget software, implementation and support services. The City received eight responses and asked three firms to provide demonstrations of their software. Based on qualifications, software demonstrations and review of references, staff recommends Questica Ltd. for the implementation, ongoing training and technical support of a BSS.

The BSS will assist with payroll cost projections; manage position control; calculate internal service charges and cost allocations; assist with operating and capital improvement (CIP) budget preparation; and will be able to export sufficient information to create detailed budget reports. It will also allow for collaborative budgeting, in which staff users can concurrently view, formulate and comment on proposed budgets. Questica Ltd. offers robust data visualization and fiscal transparency tools. Their OpenBook transparency tools allow for the creation of interactive charts, tables, and graphs that can tie together the City's financial and non-financial data in an easy-to-use manner. It can also generate dashboards that can be made accessible to the community on the City's website to provide increased fiscal transparency for the public.

ATTACHMENTS: Professional Services Agreement with Questica Ltd.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of October 25th, 2021 by and between the City of Malibu (hereinafter referred to as the "City"), and Questica Ltd. (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

- A. The City does not have the personnel able and/or available to perform the services required under this Agreement.
- B. The City desires to contract out for consulting services for certain projects relating to the implementation, ongoing training, and technical support of a citywide budget software system (BSS).
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

- 1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.
- **2.0 TERM OF AGREEMENT.** This Agreement will become effective on October 25th, 2021, and will remain in effect for a period of three (3) years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.
- **3.0 CITY AGENT.** The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.
- **4.0 COMPENSATION FOR SERVICES.** The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall be \$54,400 for year one, \$39,400 for year two and \$39,400 for year three, for a total amount not to exceed \$133,200. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

- 4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.
- **5.0 CONFLICT OF INTEREST.** The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.
- 5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.
- 5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

- **6.1 Termination.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party thirty (30) days written notice of such termination and the effective date thereof.
- 6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. The City would also be required to pay an early termination fee equivalent to 50% of the SaaS fee outstanding for the balance of the initial contract term. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.
- 6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for services

rendered up until the effective date of termination. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

- **6.2 Non-Assignability.** The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.
- **6.3 Non-Discrimination.** The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.
- **6.4 Insurance.** The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:
- (a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.
- (b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:
- 1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.
- 2) Name and list as additional insured the City, its officers and employees.
 - 3) Specify its acts as primary insurance.
- 4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."
- 5) Cover the operations of the Consultant pursuant to the terms of this Agreement.
- **6.5 Indemnification.** Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) for claims related to IP infringement, breaches of confidentiality, or bodily harm arising out of or in connection with

Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then the Parties shall use reasonable efforts to resolve any disagreement, including, but not limited to, both Parties submitting three acceptable counsel. Should Consultant still find such options unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation, subject to the Section 6.17 Limitation of Liability. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

- **6.6 Compliance with Applicable Law.** The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.
- **6.7 Independent Contractor.** This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.
- 6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.
- **6.8** Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Proprietary Rights.

- (a) **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.
- (b) **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.

- (c) 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.
- (d) **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.
- (e) **Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

6.10 Legal Construction.

- (a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.
- (b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- (c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- (d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.
- **6.11 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.
- **6.12 Final Payment Acceptance Constitutes Release.** The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done,

furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

- **6.13** Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.
- **6.14 Files.** All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.15 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- **6.16 Mitigation of Damages.** In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.17 Limitation of Liability.

(a) Limitation of Liability. NEITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE

FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES). NOTWITHSTANDING THIS SECTION OR ANY OTHER LIMITATION OF LIABILITY, THERE SHALL BE NO LIMITATION OF LIABILITY FOR WILLFUL OR MALICIOUS ACTS BY EITHER PARTY.

- (b) 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.
- Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
- Entire Agreement. This Agreement constitutes the whole agreement 6.20 between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.
- **Notices.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY: Steve McClary **CONSULTANT:** Stefan Baerg

> Interim City Manager City of Malibu

23825 Stuart Ranch Road Malibu, CA 90265-4861

TEL (310) 456-2489 x 224

FAX (310) 456-2760

Vice President, Sales

Ouestica Ltd.

385 E. Colorado Boulevard

Suite 260

Pasadena, CA 91101 TEL (877) 707-7755

6.22 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials	
Consultant Initials	

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials	
Consultant Initials	CR

Agreement for Professional Services *Questica Ltd.*Page 9 of 9

	on, 2021, at Malibu, California
and effective as of October 25 th , 2021.	
	CITY OF MALIBU:
	PAUL GRISANTI, Mayor
ATTEST:	
WELGEN DEMOLINE OF CL. 1	
KELSEY PETTIJOHN, City Clerk	
(seal)	
	CONSULTANT:
	Craig Ross
	By: Craig Ross, CEO
APPROVED AS TO FORM.	
THIS DOCUMENT HAS BEEN REVIEWED BY THE CITY ATTORNEY'S OFFICE	
JOHN COTTI, Interim City Attorney	



Questica Ltd. Response to City of Malibu Request for Proposals

BUDGET SOFTWARE, IMPLEMENTATION AND SUPPORT SERVICES

Due Date: September 1, 2021









Cover Letter

September 1, 2021

Renée Neermann Finance Manager City of Malibu 23825 Stuart Ranch Road Malibu, California 90265-4861

Dear Renée,

Questica Ltd. is pleased to respond to the City of Malibu's Request for Proposal for Budget Software, Implementation and Support Services. We understand that The City of Malibu ("City") is seeking proposals from qualified firms ("Proposer") to supply and implement a citywide budget software system (BSS) and provide ongoing training and technical support to City staff.

Specifically, the City is seeking an intuitive and flexible budget solution with superior functionality including management information and reporting capabilities, provided by a vendor with ample experience working with local governments, and expects that the BSS shall integrate and enhance the City's current financial reporting system and accounting software. We welcome an opportunity to leverage our more than 20 years of success in public sector budgeting to help the City achieve these goals.

Questica is the right partner for the City of Malibu. Our software, Questica Budget, is used by hundreds of public-sector entities, including 47 local government organizations in California, a few of which include the City of Temecula, City of Corona, City of Escondido, City of Riverside, and City of Thousand Oaks. We have an unmatched track record of success in implementing budgeting and forecasting solutions for the state of California and we stand firm in our mission to 'get it done right the first time'. We provide a fully featured configurable Commercial off-the-shelf (COTS) solution that is purpose-built for budgeting and forecasting, focused solely on public sector organizations and is easy to use for everyone.

We will provide the City with a seamless end-to-end solution. Since we are familiar with Springbrook and serve other public sector agencies that also use Springbrook systems, we will bring this experience to the project and will commit to a successful integration between the City's existing Springbrook system and the Questica Budget solution.

Thank you for your consideration. We look forward to engaging with you in the next steps of your decision-making process and helping you further evaluate Questica.

Sincerely,

André Aberdeen
Senior Account Executive - Government
aaberdeen@questica.com

1.905.634-0110 x 4503 1.416.275.9473 (cell)





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Executive Summary

The City of Malibu requires a citywide budget software system (BSS) that is user friendly, will integrate with and enhance the City's current financial reporting system and accounting software, and will allow for an efficient collaborative budgeting process. The Questica Budget solution will deliver on these expectations.

Questica will help the City of Malibu replace its legacy budgeting system with a simple-to-use, automated application that quickly provides budget information in an easy and digestible format, efficiently addresses salary and benefits calculations, accommodates various budget scenarios, allows for multi-year budgets, and enables staff to update, report on and monitor budget data automatically, in real time.



The Right Partner: At Questica, we provide budgeting software to the public sector – this is all we do. Questica is the most trusted budgeting software provider for the public sector in North America. As a single-source provider, we take full ownership for software development, implementation, and on-going support. This means clear ownership of project deliverables and accountability to you. Our implementation team is comprised of public sector budgeting experts who have been dedicated to implementing budgeting technology solutions for over 23 years and we will bring this deep experience to the City's project.



The Right Solution: Questica Budget transforms labor intensive manual budgeting processes with an automated and simple-to-use application. Our solution will help the City develop, review, approve, manage and report on its operating, capital and personnel budgets. Questica's graphical dashboards enable viewing workflow statuses and monitoring budget development. The Questica system will integrate with your Springbrook system to both pull data (Financial and HR) into Questica, and to also pass budget data back. Robust reporting and analytics tools provide actual expenditures against budget comparisons, enable tracking multiple budget versions, and much more.



The Right Implementation Approach: Questica's consulting team is unmatched in the industry. We establish project governance early on with clear project goals and benchmarks that leverage documented best practices with the common goal of delivering increased organizational budget efficiency, budget effectiveness and budget reliability with transparency.





Key Statements of Understanding:

Real-time
processing for
operating, grant and
CIP budgeting

Questica Budget will Provide tools needed to support business rules and calculate wages and benefits, along with the entry of assumptions for future steps, grades, scales, and benefit changes.

Integration with the City of Malibu's HR system of record will allow for the seamless exchange of salary and position information that will help City staff produce up-to-date labor projections.

Questica Budget's Allocations tool allows dollars to be moved around within the Operating budget, and even into the Capital budget, in a structured and balanced fashion.

Questica Budget's reporting and analytics capabilities are delivered as part of its core software feature set. The system includes pre-built ad-hoc data views (i.e., queries), advanced "smart reports" that combine rows and columns of numbers with graphics, 80+ pre-built ready-to-use reports, each with a variety of input selections, and pre-built dashboards with rich interactive visualizations of information that can be utilized to create actionable at-a-glance displays – all of which include data security to ensure users only see what they're allowed to see.

Conduct regular integration with Live 7.18 Springbrook V7

Facilitate effective collaboration through workflows, calendars, attachments, links, notes, alerts, notifications, and dashboards.

Questica understands that effective financial budgeting and planning for local governments requires data from various existing and future systems, often with limited customer IT resources available to assist with integrations, and we meet this requirement. In addition to regular integration with financial data, we also acknowledge the importance of exchanging nonfinancial data (e.g., population data and other City specific information).

Typical integrations include initial import of position related data, historical data, nightly import of actuals, export of the final budget (for moving back into Springbrook), and import or export of amended budgets.

Questica has completed successful integrations with over thirty-six systems such as Springbrook, Oracle, SAP, PeopleSoft, and many more. We have the experience and will satisfy the necessary integration for the City of Malibu to ensure a successful budget software implementation.

Interactive charts and other graphic

Questica's OpenBook module fosters transparency for public agencies, enabling the City's information to be visualized in an





array of interactive charts, tables, bars and graphs with descriptive text and informational pop-ups, for financial and non-financial data.

The application provides various dashboards, drill-down reports, data entry forms to support the various data reporting and analysis needs of the City's stakeholders.

Budget book directly exported for publishing in hard copy for awardwinning submittal to GFOA

Questica produces a GFOA award winning and ADA compliant Budget Book with community accessible dashboards. Questica Budget Book powered by CaseWare allows for budget book creation within the budget module. Our proposed tool links to the data for automatic updates and supports narrative, provides version control, eliminates the need for manual updates and duplicating content/visuals such as charts, graphs, tables, and images.

Support

Questica provides support services in-house so incidents are logged, tracked and resolved without the need for a third-party services provider. Support is provided Monday to Friday 7.30 am-5.30pm PT.

For online support, Questica Budget contains context sensitive Online Help that may be accessed from within the software. A Customer-only Portal is also available at portal.questica.com to create and track support related tickets. The Portal includes Questica Help and potentially eliminates waiting for a phone conversation or trying to describe your issue in an email. Questica Help provides a wealth of online help documentation available at any user's fingertips, includes a searchable knowledge base, and a library of video training. Training contents span end-users, budget office users, and administrators.

Our Customer Success team works in parallel with our technical support team, to connect with customers at project kick off and stay connected during implementation and beyond to support your team with adoption and incremental optimization of Questica software.

As a true Commercial off-the-shelf solution (COTS), Questica Budget is already capable of meeting the City's core requirements listed above. As such, much of the implementation approach will be focused on configuration of our system rather than developing and testing custom code.





1. Organization, Credentials, and Experience

i. Provide a summary of the firm's qualifications, credentials, and related past experience.

Questica response:

Since 1998, Questica has been providing budgeting software to the public sector – **that's all we do, and we do it right**.

Understanding the subtle nuances and complexities of public sector budgeting is no simple task, and quite frankly, something that we have been learning and perfecting for the past 23 years. We understand the unique challenges that government agencies face when preparing and managing a budget – a few of which include:

- Promoting efficient use of limited resources
- Providing support for critical programs and functions
- Aligning budgets with strategic goals and objectives
- Fostering transparency and public trust

We have successfully engineered a solution that is dynamic to support our customers' changing requirements and powerful enough to drive robust and meaningful analytics. We can confidently say that our product would not be as robust, yet easy to use, without the lengthy journey that we have been on with our hundreds of public sector customers.

Simply put, there is no other commercial off-the-shelf (COTS) solution in the market that can match Questica's track record of success in implementing budgeting software within the public sector.

Questica represents the largest group of budget software experts in North America dedicated to serving the public sector. We have the best resources to partner with the City of Malibu to do the job and to do it right. We offer a 'one-stop shop' approach, with Product Development, Professional Services, Project Management, Sales, Marketing, and Customer Support all provided by our team.

Unlike many other providers of Budgeting Solutions, we own Questica Budget, assume 100% of the implementation responsibilities, and assume ownership of all support services. This approach allows us to align our entire organization with the sole focus of delivering an ontime and on budget implementation to the City of Malibu.

Delivering both security and innovation is our top priority, and Questica has achieved the top level of Microsoft Gold Partnership. Questica leverages the Microsoft Azure platform for hosting services to provide the highest availability and the most robust security to assure the highest standards of IT compliance.





Credentials:

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

• 2021, 2020, 2019: As part of GTY, recognized by Government Technology in their annual GovTech 100 Index which showcases the 100 leading companies serving state and local governments in unique, innovative, and effective ways



- 2019: CV Magazine's Canadian Business Awards, "Best Cloud-Based Budgeting Software Solutions Provider"
- 2018: "10 most trusted public sector solution providers" by Insights Success magazine
- 2017: "10 best finance solution providers" by Industry Era magazine

Related experience:

Questica currently serves more than 850 public sector and nonprofit clients across North America, 427 of which use Questica Budget as their budget system.

Specifically, Questica serves 96 public sector organizations and agencies in California. Similar sized public agencies (annual budget of \$400,000,000+) in the State include:

Metropolitan Water District of Southern California (MWD)	City of Riverside
San Francisco International Airport	City of Santa Clara
City of Corona	Imperial County
City of Escondido	City of Sunnyvale
City of Santa Ana	City of Palo Alto
City of Oceanside	City of Temecula

ii. Describe the size of your firm, indicate the principal, company official, project manager as well as all other personnel who will be assigned to the work.

Questica response:

The Questica team is comprised of over 120 technology experts, budget professionals and business specialists who have decades of experience working with local government, and we represent the largest group of budget software experts in North America dedicated to serving the public sector.

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





GTY Acquisition

In February 2019, Questica along with five other companies including Bonfire, CityBase, eCivis, OpenCounter, and Sherpa Government Solutions, joined GTY Technology Holdings Inc.



(NASDAQ: GTYH). Questica remains an independent operating business unit of GTY, but all business units are a unified force leading digital transformation of the non-commercial sector. We provide best in breed point solutions to help governments best meet the needs of their constituents. Combined, we have more than 400 employees and serve 2,000+ clients across the U.S. and Canada.

Please consider these details as required:

A. Legal Name and Corporate Structure	Legal Name: Questica Ltd. Corporate Structure: Questica is a corporation incorporated in Delaware, and is an independent operating business unit of GTY Technology Holdings Inc. (NASDAQ: GTYH)
B. Company Official	Craig Ross CEO – Questica Ltd. and COO – GTY Technology Holdings Inc. 385 E. Colorado Blvd. #260 Pasadena, CA 91101 Phone - 1.877.707.7755 x 4513 Email - cross@questica.com

Key member team bios

At this time, we are proposing to assign the following Questica staff for the City of Malibu's Budget System and Implementation Services project, pending their availability at the time of contract award and project kickoff. Credentials for these team members are provided. If any of the proposed Questica team members are not available as planned, City of Malibu can be assured that they will be replaced by personnel with comparable backgrounds and the relevant experience to successfully deliver the services of this project.

The proposed project personnel for this implementation are as follows:



Christopher Gulka, PMP Project Manager

Profile

Experienced in public sector budgeting and Questica Budget in particular, Chris also brings over 20 years of enterprise software implementation and integration knowledge.

Strong presentation skills developed through many years of demoing system functionality to clients throughout the implementation process. Excellent project management skills as a result of developing systems to meet client's custom specifications.





Skills and accomplishmen ts:

Project Delivery

 Managed projects implementing Questica's public sector budgeting tool for clients of various sizes including Sound Transit of Seattle, City of Denver, University of Toronto, and Thousand Oaks, California. Developed a deep knowledge of public sector budgeting practices and Questica Budget in particular.

Team collaboration

- Led various project teams at Hewlett-Packard working with large enterprise clients such as AT&T, Verizon and Microsoft to implement and enhance electronic ordering processes and integration with ERP and manufacturing systems.
- Directed the team responsible for revamping the document archiving methods used by Hewlett-Packard, including managing development and liaising with vendors. The project included 20 batch and 4 real-time interfaces and updates to the underlying technology with new servers and software.

Continuous Improvement

- Influenced the design of the Questica Budget software.
- Supported and provided input into the sales process.
- In addition to project management, currently consulting with Questica clients and prospects on Questica Budget implementation best practices and budget process improvements in general.

Customer List:

- Sound Transit, Seattle, WA
- Wyandotte County, KS
- City of Knoxville, TN
- Town of Framingham, MA
- City of Thousand Oaks, CA
- Multnomah County, OR
- Highlands County, FL
- Frederick County, MD
- City of Lee's Summit, MO
- City of Southfield, MI

Experience:

Questica Inc. - Ontario - Since June 2014

Project Manager / Implementation Specialist

- Managing system implementations for clients across a wide range of public sector verticals
- Provide support to the sales team during the RFP response process.
- Accomplishments include assisting in developing the company's focus on the local government vertical
- Developed project management processes used within the team including adoption of tools such as OneNote, SharePoint and Asana

ARJOHUNTLEIGH Canada, Mississauga, ON - (2013-2014)

IT Manager

- Leading the project to consolidate the company's ERP system and processes after a merger.
- Responsible for managing all IT related activities for the company across multiple sites including project management, software development, helpdesk, PCs, telephony, networking, security systems, print services, remote access, data center, servers, mobile devices, etc.
- Introduced formal IT policy, process and project management practices into the organization.

HEWLETT PACKARD, Mississauga, ON - (1996-2012)

Team Leader/Project Manager (2011 - 2012)

- Managed a team of 10 responsible for the complete revamping of the document archiving systems.
- Liaised with IT and business teams to ensure proper operation of document archiving tools.
- Established adherence to SDLC methodologies.
- Significantly improved system reliability, availability and throughput





capacity.

Project Manager (2009-2011)

- Liaised with enterprise clients including AT&T, Verizon and Microsoft, leading teams of cross-functional members on projects to automate data interfaces from manufacturing all the way through invoicing.
- Worked with customers to implement EDI messaging to increase data accuracy and timeliness, saving time and increasing HP access to customer opportunities.

Education and Professional Development:

- University of Waterloo, Waterloo, ON Bachelor of Mathematics, Business Information Systems
- Project Management Institute PMP Certification
- Stanford University, E-learning
 Managing without Authority
 Negotiating Skills for Project Managers







Anthony Vranic Senior Developer

Profile

Anthony is an experienced software developer with over 25 years of knowledge and insight into the Microsoft software development ecosystem.

As Senior Developer, Anthony will help assess what can be accomplished through configuration and what, if anything, would be better accomplished through minor customizations.

Skills and accomplishments .

Project Delivery

- Skilled at ascertaining client needs, identifying knowledge gaps, and bridging communications between clients and developers
- Practitioner and strong proponent of agile software development methodologies, with a particular focus on transparency, iterative development, and close client interaction

Team Collaboration

- Excellent communication, interpersonal, and presentation skills honed through years as a consultant, mentor, trainer, and public speaker
- Solid technical foundation grounded in systems- and applicationlevel development

Continuous Improvement

- Languages C#, VB.NET, C++, Java, XML, HTML, JavaScript
- Frameworks and APIs .NET Framework, ASP.NET (Web Forms, MVC, AJAX), LINQ, ADO.NET, Windows SDK, WPF, Windows Forms, WCF, COM, ATL, MFC
- Methodologies, Processes, & Documentation Agile Software Development, Iterative and Incremental Development, Objectand Component-Oriented Analysis and Design, Scrum, Microsoft Solutions Framework (MSF), Rational Unified Process (RUP), Unified Modelling Language (UML), Extreme Programming (XP)
- Software Microsoft Visual Studio, git, Subversion, SQL Server, SharePoint Server, Windows Server

Customer List:

- Frederick County, MD
- Multnomah County, OR
- Wyandotte County, KSBucks County, PA
- Highlands County, FL

Experience:

Questica Inc. – Ontario – Since June 2017

Software Development

 Full-stack developer within an experienced development team, working primarily in C#, TSQL, ASP.NET, JavaScript, CSS, SSRS, and delivering multiple software releases to customers each year.

Anthony Vranic Consulting - Greater Toronto Area, ON - (2006-2017)

Independent Software Developer and Consultant

 Freelance developer and subcontractor, mostly with Microsoft technologies and tools, but with a working knowledge of systems, web, and cloud development. Especially effective as a





communications bridge between customers, stakeholders, and developers. Specialize in shaping devops practices to better respond to customers' needs and relieve dev teams' pain points.

Clients have included:

Caro Systems Inc., Microsoft Practice Lead

- Developed and expanded the Microsoft Practice at Caro Systems Inc.
- Evaluated client environments, proposed software solutions, and assembled developer teams and project management plans

Ontario Hospital Association, Software Architect and Developer

- Designed and created an online, large and dynamic survey application and the associated management and monitoring applications for over 11,000 Ontario Hospital Association hospitals, and Ontario Public Service Employees Union members
- Designed and created the follow-up reporting, viewing, and data analysis application
- Technologies used: Visual Studio 2008, .NET Framework 3.5, VB.NET 9.0, ASP.NET 3.5 Web Forms and AJAX, LINQ, LINQ to SQL, LINQ to XML, SQL Server 2008, native XML data types/queries/data sets/literals in VB.NET and SQL Server, Active Directory, IIS, CSS, UML

Ontario Court of Justice, Software Architect and Developer

- Conducted an IT systems architecture review and created an integration and migration plan for seven applications to a Services-Oriented Architecture (SOA), with special attention given to maintaining consistency with Ontario (OPS) architecture and modelling standards, and maintaining application uptime during the phased architecture upgrade
- Designed and created a customized online court scheduling system, tightly modeled to user requirements that enabled complex business rules to be implemented
- Technologies used: Visual Studio 2008, .NET Framework 3.5, VB.NET 9.0, ASP.NET 3.5 Web Forms and AJAX, LINQ, LINQ to SQL, SQL Server 2008, Active Directory, CSS, UML

Education and Professional Development:

- University of Waterloo, Waterloo, ON (1990-1994)
- Studied for Honors BMath, Computer Science







Abid Siddiqi Training Lead

Profile

AB is a learning and development professional with over 15 years of experience working with government, technology, and Software-as-a-Service organizations.

As Training Program Lead, AB will work with system administrators, SME/Leads and end users to ensure effective and 'whole-hearted' adoption of the Questica Solution by all participants.

Skills and accomplishment s:

Project Delivery

- Training program lead for several large-scale local government budget formulation projects including Daytona Beach, FL, Pinellas County, FL, City of Seattle, WA, New Orleans, LA and City of Lafayette, LA
- Expertise in e-learning development using JavaScript, HTML5, CSS and Python
- High degree of technical and soft skills for delivery of both external and internal training initiatives

Team Collaboration

- Building a knowledge base for internal and external learning through the creation of helpful text/video content for our largest learning repository - 'Questica Help'
- Working in team environment to apply and advocate for 'each participant matters' ideology, which is clearly reflected in our lives, inperson or online training programs

Continuous Improvement

- Research and development –finding new and effective ways of imparting information and streamlining knowledge management
- Training visionary established 'interactive' training methods using augmented reality (AR) applications for iOS and Android.
- Among the early advocates of xAPI package and a holder of lifetime licenses from major eLearning development software companies including Articulate and Adobe

Customer List:

- Daytona Beach, FL
- City of Seattle, WA
- City of Southfield, MI
- Spokane County, WA
- Wood County, WI
- California State University, Northridge, CA
- University of Washington, Seattle, WA

- Pinellas County, FL
- New Orleans, LA
- City of Lafayette, LACity of Plano, TX
- City of Aurora, CO
- California State University, Bakersfield, CA
- University of Toronto, Toronto, ON

Experience:

Questica Inc. – Ontario – Since June 2017

Learning and Development Manager

- Delivering in-person and online live training programs
- Curating help content on Questica Help, our knowledgebase
- Research and development find new effective ways of imparting knowledge

EllisDon Construction – Ontario – Jan 2015 - May 2017





Training Specialist

- Responsible for countrywide implementation of onboarding and learning management system in collaboration with 75 area and region managers located across Canada.
- Introduced 'interactive' training using augmented reality (AR) applications for iOS and Android.
- Designed the employee training manual for UltiPRO HR system.
- Delivered technical and soft skills training for annual succession planning program.

Investors Group – Ontario – March 2011 - Jan 2015 Financial Planning Specialist

Columbia Solutions – Ontario – July 2004 – Feb 2011 e-Learning Developer and Trainer

Education and Professional Development:

- Master's Certificate in Adult Training and Development March 2016
- Certified Learning and Performance Professional (CPLP) October 2014
- Diploma of Project Management August 2013
- Bachelor's Degree in Business Administration –2004-08







Jessica Schildt Customer Success

Profile

Jessica is a consummate Customer Succuss professional with both technical and functional backgrounds to support all customers from every aspect of their organizations.

As Customer Success Manager, Jessica will advocate for the organization and assist in facilitating organizational support by utilizing industry knowledge and customer collaboration to achieve long lasting success.

Skills and accomplishmen ts:

Project Delivery

- Customer Success lead for several large-scale public sector budget formulation projects
- Dedicated to building trust with stakeholders by convening project meetings, running implementation check-ins, and scheduled business plan touchpoints
- Experienced through multi-year software development projects and system implementations
- Pragmatic application of development experience

Team Collaboration

- Employee development and retention focused leader skilled in assigning work sensitive to individuals' abilities and needs, and in alignment with corporate strategy.
- Customer focused advocate in Product/Program Design
- Software Support -- supporting customers through both software issues and business process challenges; conducting software demonstrations via remote desktop & support (Zoom, GoToMeeting et al)
- Requirements gathering ability to communicate with all stakeholders (technical and non-technical in same room)

Continuous Improvement

- Forward thinking via business analysis and creative problem solving
- Technical prowess and familiarity with relational database & SQL
- Continually updating skills quick to assimilate new technologies & techniques
- Confident and engaging public speaker.

Customer List:

- City of Peoria, AZ
- City of North College Hill, OH
- City of Arvada, CO
- City of Chamblee, GA
- City of Washington, MO
- Town of Southampton, NY
- City of Brookhaven, NT
- · City of Riverton, UT
- City of Bethel, AK
- Town of Coaldale, AB

Experience:

Questica Inc. – Ontario – Since 2020

Customer Success Associate

- Provides main line of communication with customers at project kick off and stays connected during implementation and beyond, after go-live period has commenced
- Builds relationships with stakeholders by convening project meetings, running implementation surveys, and scheduled business plan check-ins





- Organizes regular touchpoints and business reviews to continually work with organizations with software adoption and optimization
- Works with customer to identify changing organizational needs, objectives, goals, and challenges
- Ensures measured return on Annual Recurring Revenue across 50+ customers
- Identifies key metrics and produces statistics and trends for Senior Management
- Responsible for any commercial aspects of the project, such as purchase of additional modules or licenses

Clickback Inc. - Ontario - (2019-2020)

Customer Success Manager

- Reduced customer churn by 20%
- Responsible for onboarding, and training customers
- Participated in product development
- Developed product knowledgebase
- Lead Generation Specialist. Help clients take their company's growth to the next level through multi-touch lead creation programs that drive pipeline growth.

CarePartners - Ontario - (2015-2019)

Team Lead - Service Delivery

- Leader of 25+ team assistants at a multi-site government-funded community health care office.
- Resolved payroll discrepancies for 150 employees. Verified billing for 4000+ weekly visits.
- Tracked data, presented results, developed and streamlined processes, trained staff, gathered feedback, monitored and refined processes.
- Performed full-cycle recruitment, motivational coaching, discipline and performance reviews.
- Conducted bi-weekly huddles and monthly meetings to inspire a team to deliver exceptional results.

Education and Professional Development:

Brock University

- Business Administration 2013-2015
- Bachelor of Arts (Honors) 2009-2013







Joy Richardson Implementation Specialist -**Budget Book**

Profile

Joy is an experienced public sector consultant with a demonstrated history of working in the information technology and services industry. Joy brings extensive experience as an auditor, a local government finance officer and a governmental software consultant to assist clients in the management and automation of their varied and complex financial activities.

As Implementation Specialist for the Budget Book component of the Malibu City project, Joy will leverage her extensive project implementation & management experience to ensure superior delivery of an ADA-compliant Budget Book to the City.

Skills and accomplishments:

Project Delivery

- Budget Book implementation lead for several large-scale public sector budget formulation projects including City of Port St. Lucie, FL, Tampa Bay Water District, FL, Pinellas County, FL, Reedy Creek Improvement District, FL, City of Avondale, AZ and City of Corona, CA
- Skilled in Business Process, Analytical Skills, Government, and Customer Relationship Management (CRM).
- Deliver scope & direction of automated reporting solutions

Team collaboration

- Working with internal implementation teams to provide project implementation & management of Budget Book solution
- Working with customers to reclaim lost time
- Development & delivery of training

Continuous Improvement

- Provide review & guidance of GASB pronouncements
- Experienced GFOA Budget Book Reviewer
- Background in CAFR implementation, support, project management, and sales and marketing

Customer List:

- City of Port St. Lucie, FL
- Pinellas County, FL
- City of Avondale, AZ
- City of Durango, CO City of New Orleans, LA
- Frederick County, MD
- City of Tualatin, OR
- Clark County, WA
- City of Lafayette, LA

- Tampa Bay Water District, FL
- Cameron County, TX
- City of Corona, CA
- City of Sylvester, GA
- City of Madison, WI
- City of Greensboro, NC
- City of Conroe, TX
- City of Sequim, WA
- Reedy Creek Improvement District, Lake Buena Vista, FL

Experience:

F H Black & Company Incorporated – Winnipeg, MB – (2018 – Present) **Principal Consultant**

- Provide implementation services for automated governmental reporting
- GFOA Budget Book Reviewer

Questica Inc. – Burlington, ON – (2016–2018)





Account Executive

Provided internal training and requirements of governmental budgetary reporting

Harris Computer Systems – Ottawa, ON – (2005–2016)

CAFR Director

- Provided implementation and support services to more than 130 governmental (CAFR) clients
- Provided project management services for ERP implementations
- Provided implementation and support services of Budget & Ad-hoc Reporting modules

City of Thomasville - Thomasville, GA - (2003 - 2005)

Chief Financial Officer (CFO)

- Managed annual operating budgets of \$51 million (Utilities) and \$21 million (City)
- Produced the consolidated CAFR for both the City and Utility organizations
- Issued various financial reports for component units, Pension Plan & a joint venture

Lanigan & Associates, P.C. – Atlanta, GA – (2001-2003) Auditor

· Performed audits of governmental and non-profit organizations

Education and Professional Development:

Huntingdon College, Montgomery, AL (1984-1990)

- Bachelor of Arts (B.A.) Accounting (1988-1990)
- Bachelor of Arts (B.A.) Business Administration and Management (1984-1988)

Certifications

- Certified Public Accountant—1995 (AL), 2018 (TN)
- Pragmatic Marketing Certified—Level Five, 2015
- Pragmatic Marketing Certified—Level Three, 2014

Memberships

- Tennessee Society of Certified Public Accountants (TSCPA), Governmental Committee
- Government Finance Officers Association (GFOA)
- American Institute of Certified Public Accountants (AICPA)





iii. Provide a list of three (3) of the firm's similar clients including the names, titles, addresses, and telephone numbers of the appropriate persons which the City can contact.

Questica response:

As requested, below are three (3) Questica clients similarly sized as the City of Malibu. We have identified additional clients as References within Section 6.

City of Corona:

Contact: Luis Navarro Financial Analyst (951) 279-3500 luis.navarro@coronaca.gov

City of Temecula:

Contact: Jennifer Hennessy Director of Finance (951) 693-3945 jennifer.hennessy@TemeculaCA.gov

City of Tualatin:

Contact: Matt Warner Assistant Finance Director 503.691.3052 mwarner@tualatin.gov





2. Understanding the Scope of Work

i. Provide a narrative of the company's understanding of the Scope of Work and a proposal to perform the work.

Questica response:

Questica has been prudent in our review of the City of Malibu's Budget Software, Implementation and Support Services scope of services requirements, our examination of Addendum No. 1 dated August 16 (Questions & Answers), and in our evaluation of the necessary effort required to ensure that the project remains on task and on schedule.

Our vision for this project is very tightly aligned, as we too are committed to a successful and timely implementation of a citywide collaborative budget software system, will provide ongoing training and technical support to City staff, and will integrate with and enhance the City's existing Springbrook accounting software and related reporting. Together we will create a cohesive team focused on successfully configuring and implementing our purpose-built budgeting solution for the City of Malibu based on the highest industry standards and best practices guidance.

City's Scope of Work	Questica Solution	Comments
City's Scope of Work Provide a system that enables integrated real-time processing for operating, grant and CIP budgeting including but not limited to: • Position control management • Payroll cost projections including special pay such as shift differentials • Internal Service charges and cost allocation calculations • Reporting functions • Budget narratives		Yes, the Questica Budget solution will provide integrated real-time processing for operating, personnel, grant, and capital planning/improvement budgeting. Questica Budget will enable the following for the City of Malibu: Provide tools needed to support business rules and calculate wages and benefits, along with the entry of assumptions for future steps, grades, scales, and benefit changes. Positions can be associated with incumbent employees, which may be allocated to multiple positions and can be split between any number of departments and/or funds. Integration with the City of Malibu's HR system of record will
		allow for the seamless exchange of salary and position information that will help City staff produce upto-date labor projections.





		 Questica Budget's Allocations tool allows dollars to be moved around within the Operating budget, and even into the Capital budget, in a structured and balanced fashion. The City can, for example, manage Internal Service costs such as IT and Vehicles allocations using this tool. Questica Budget's reporting and analytics capabilities are delivered as part of its core software feature set. The system includes pre-built ad-hoc data views (i.e., queries), advanced "smart reports" that combine rows and columns of numbers with graphics (e.g., pie chart), 80+ pre-built ready-to-use reports, each with a variety of input selections, and pre-built dashboards with rich interactive visualizations of information that can be utilized to create actionable at-a-glance displays – all of which include data security to ensure users only see what they're allowed to see. Standard reports leverage Microsoft's SQL Server Reporting Services (SSRS) and can be copied and modified by budget staff without requiring programming skills. Facilitate effective collaboration through workflows, calendars, attachments, links, notes, alerts,
		attachments, links, notes, alerts, notifications, and dashboards.
Conduct regular integration with Live 7.18 Springbrook V7 (integration to be performed nightly at minimum)	Out of the Box offering	Yes, Questica understands that effective financial budgeting and planning for local governments requires data from various existing and future systems, often with limited customer IT resources available to assist with integrations, and we meet this requirement. In addition to regular integration with financial data, we also acknowledge the importance of exchanging nonfinancial data (e.g., population data





		and other City specific information). Typical integrations include initial import of position related data, historical data, nightly import of actuals, export of the final budget (for moving back into Springbrook), and import or export of amended budgets. Questica has completed successful integrations with over thirty-six systems such as Springbrook, Oracle, SAP, PeopleSoft, and many more. We have the experience and will satisfy the necessary integration for the City of Malibu to ensure a successful budget software implementation. Questica offers two approaches to data exchange – Application Programming Interface (API) and Extract, Transform, and Load (ETL).
Generate detailed and user specific reports	Out of the Box offering	Yes, (as described above) Questica Budget includes 80+ pre-built and ready-to-use reports, each with a variety of input selections and each logically catalogued. Authorized users can leverage the system's Self-Serve and Ad Hoc reporting tools to create user-defined reports. Additionally, the (user configurable) Dashboards feature within Questica Budget gives users access to rich and interactive visualizations, providing visibility to important and relevant information at-a-glance.
Provide downloadable budget and actual financial information	Out of the Box offering	Yes, the City will be able to download the budget and actual financial information from Questica Budget.
Export all available data into Excel format	Out of the Box offering	Yes, Questica Budget has a native Import/Export feature allowing users to upload/download to or from Excel. All application grids allow for the data to be exported, in which case the spreadsheet retains the grid's characteristics (e.g., the GL Account column will be a dropdown list of acceptable GL accounts) and is





		easily re-importable. When a spreadsheet is imported into Questica Budget, the action is recorded in the audit log, just as tracking is done on all direct data entries. Additionally, all out-of-the-box
		reports are exportable to Excel, Word, PDF, XML, CSV, MHTML (web archive) and TIFF file formats.
Allow real-time direct input from an unlimited number of department users	Out of the Box offering	Yes, Questica Budget is an effective collaborative budgeting solution and allows real-time direct input from an unlimited number of system users.
Provide financial modeling and projection tools	Out of the Box offering	Yes, Questica Budget is a user- friendly application designed to facilitate ease of use for non- financial and non-technical users through its configurability and access to budget development and projection tools. The system is well- designed for even casual department managers to prepare and maintain their budgets and leverage pre-built, tailored financial models directly in the system. Questica Budget's Advanced Calculation Engine (ACE) tool brings the power and flexibility of Excel modelling supplemented with budget specific functions, without leaving the application. Questica Budget also supports budget monitoring and variance reporting.
Allow the calculation of various budget scenarios	Out of the Box offering	Yes, Questica Budget enables any authorized user to copy a budget on any costing center or change request and create multiple concurrent budget versions or 'What-if' scenarios of that budget data. By activating scenarios, users can evaluate the impact each set of assumptions might have on the overall budget. Baseline and snapshot reports are included to compare datasets across scenarios.





Allow multi-year budgets and five-year plans	Out of the Box offering	Yes, Questica Budget supports unlimited multi-year expense and revenue forecasts to give the City visibility into upcoming financial outcomes and to develop strategies to stay ahead of challenges. The system is highly configurable whereby Operating and Capital are separate modules, and can each be configured uniquely, thus enabling any number of future years to support the City's operating vs. capital budget needs.
Generate user-specific permissions	Out of the Box offering	Yes, Questica Budget is built upon an elaborate and configurable role-based security system. Each enduser's interface and access to data is role-based. The City may identify any number of roles, which include the end-user's permission set. Once established, the City's budget administrators (typically members of the finance team or budget office) determine who is able to view, edit, promote (advance), demote, and lock budgets – at each stage of the budget workflow. A user's permission set may differ between stages. For example, a user may have permission to edit line items at one stage but may be restricted to only viewing data at the next stage.
Provide interactive charts and other graphic visuals that can be made available for City staff and members of the public and have drill-down capabilities	Out of the Box offering	Yes, Questica's OpenBook module fosters transparency for public agencies, enabling the City's information to be visualized in an array of interactive charts, tables, bars and graphs with descriptive text and informational pop-ups, for financial and non-financial data. OpenBook provides a robust Project Explorer visualization that enables in-depth showcasing of Capital projects by displaying an interactive visual map with every infrastructure project, including the budget, actual spend, funding sources, project milestones, and accompanying





		documentation, images, videos, etc. We use standard GIS mapping and support proper map geometry with shape files. This ability for customers using our Capital Module to represent projects with geometric shapes is unique to OpenBook and not common with other products available on the market. The application provides various dashboards, drill-down reports, data entry forms to support the various data reporting and analysis needs of the City's stakeholders
Allow for the incorporation of historical budget data, budget to-actual data, financial projections and non-financial data	Out of the Box offering	Yes, the Questica Budget solution creates a <u>single</u> source of data truth for historical, current, and future forecast data (financial and nonfinancial), enabling sound decision making.
Provide reports and analysis on historical budget data, budget-to-actual data, financial projections, and non-financial data including geospatial information	Out of the Box offering	Yes, Questica Budget enables analysis and reporting to be performed on all data within the system. As stated immediately above, data may consist of historical years, current year, and future forecast years, and in addition to financial data may also include nonfinancial data. We also acknowledge the City's requirement for budget transparency that allows constituents to view interactive, drill-down, budget data as well as City history and trends. The City has also cited the desire for Geospatial information to be visually presented for current and future Capital Improvement Projects (CIP) and their locations. Questica's OpenBook transparency solution (as described in more detail above) will accommodate these requirements.
Provide a user friendly interface	Out of the Box offering	Yes, Questica Budget has an intuitive user interface that is easy to use and easy to navigate for non-financial and non-technical users.





		The system was created to be easily configured and modified to suit the specific needs of any public sector organization, thus grids and screens, business rules, display of the City's terminology, organization, workflow, and reporting, will all enhance user adoption.
Allow users to save various revisions and versions	Out of the Box offering	Yes, Questica provides dynamic budget versioning functionality that allows management and the City to see proposed changes to the budget, and the subsequent outcomes of those changes in real time without requiring manual export of data into separate spreadsheets. Customers, for example, often create mid-year plan revisions within Questica Budget. Questica Budget supports budget monitoring, projections, and variance reporting.
Provide an effective system for version control including different levels of authority for users within the system as well as the ability to suspend the access of various staff to make changes during the budget review process	Out of the Box offering	Yes, Questica Budget is an effective budget development and budget management solution. Questica Budget workflow supports the City's need to streamline and govern their budget process via workflow approvals and security features. Workflow functionality gives the City an unlimited number of user-defined workflow stages (with user-defined names and business rules) that aligns with its unique workflow needs. Users have only the authority to access or change budgets to which they have been given permission, and permissions are often stage/workflow based.
Provide real-time dashboards to display up-to-date budget to actual information and other key metrics	Out of the Box offering	Yes, Questica's dashboards are built to provide the ideal "at a glance" real-time experience users need to keep them updated on what's happening in the system - the progression of budget submissions through the workflow, items that need their review and attention, exceptions and overages, budget vs actual, and performance metrics.





Allow for budget information to be easily transferred to the City's accounting software	Out of the Box offering	Yes, because the budgeting system regularly integrates with external systems, Questica has developed the Questica Integration System (QIS) – a specialized database-independent tool. QIS simplifies the integration process and reduces the time required to integrate Questica Budget with different financial, HR, ERP, or data warehouse systems. QIS will facilitate the exchanging of data between Springbrook and Questica Budget.
Create an interactive budget book for online viewing	Out of the Box offering	Yes, Questica Budget Book, powered by CaseWare will provide the City with end-to-end publishing capabilities. With most of the budget information flowing directly from the budget module, the automated updates and support for narratives and version control, will reduce the need for manual revisions and duplicate content, saving the City time, money and effort in the long-run. The end-result will be a printable budget book that is GFOA compliant (with narratives, charts, graphs, tables, and performance measures) that can also be viewed online. The OpenBook (Transparency and Visualization) module serves as the interactive information that goes into the budget book that allows the City to provide configurable internal and external community dashboards, with interactive charts, graphs, tables, Capital project maps, all with drill-down and drill-through capabilities.
Allow for budget book to be directly exported for publishing in hard copy for award-winning submittal to Government Finance Officers Association	Out of the Box offering	Yes, Questica produces a GFOA award winning and ADA compliant Budget Book with community accessible dashboards. Questica Budget Book powered by CaseWare allows for budget book creation within the budget module. Our proposed tool links to the data for automatic updates and supports





		narrative, provides version control, eliminates the need for manual updates and duplicating content/visuals such as charts, graphs, tables, and images.
Provide a system to protect and backup all City data	Out of the Box offering	Yes, Questica's hosting services provided by Microsoft Azure USA are world-class, including excellent uptime, continuous point-in-time backups and many more benefits. Questica's standard for backup and redundancy considerations is to perform full nightly backups and hourly transactional backups of the database. Data security comes by way of AES 256-bit encrypted storage to ensure data is secured while at rest and TLS 1.2 SHA2 256-bit encrypted channel to provide data security while in transit.





ii. Provide a tentative schedule to deliver the work as proposed including having the BSS in place for City staff to utilize in January 2022.

Questica response:

We acknowledge the City's timeline and have illustrated below a tentative Implementation Timeline of the Questica Budget solution.

Sample Implementation Timeline

The following timelines represent examples of how implementation of Questica's core budgeting modules, Operating, Personnel, Capital, and Budget Book typically unfold. The Questica Project Manager will work with the City's Project Manager to determine a precise timeline. The actual planned sequence and time allotted to each implementation task will be determined in the early part of the project. The timeline will be shared with the City in a OneNote file that holds all implementation information, including meeting notes and issue logs. This file will be maintained on a SharePoint web site where it is accessible on the internet.

Items in blue are owned by The Customer.

Items in green are owned by Questica.

Items in purple are shared or may be done by The Customer or by Questica depending on project imperatives.

Operating, Personnel and Capital Module Implementation:

Week 1	
	Kick-off SharePoint folder set up and shared with client. Administrative information completed in project's OneNote document. Client reviews first round of online implementation guide(s) and training material. Implementation site installed on Questica servers.
Week 2	
	Status/implementation meeting: □ Demo aspects of system as required. □ Project timeline agreed upon. □ COA ("account structure") understood and modelled in Questica Budget. □ In depth review of data load methodology (use individual Questica Export/Import screens or completion of data load templates). Begin gathering, or loading directly into Questica Budget, the chart of accounts data (accounts, funds, departments, etc.). Begin gathering and cleaning Operating budgets. Client begins gathering and cleaning current (or next year's) Salaries data. Client begins investigation into ERP/financial system integrations: □ Obtain sample file of "Actuals" for import into Questica. □ Obtain specification/sample of file format for load of approved budget into ERP/financial system.
Week 3	
	Chart of account data available for import. Chart of accounts loaded into Questica budget by Questica or by Client. Operating budgets (historical and current) available in Excel workbook. Capital budgets (historical and current) returned to Questica in Excel workbook. Client reviews second round of online implementation guide(s) and training material.





Week 4	
	Operating budget import complete. Review of Operating budget import for correctness started. Operating integrations configuration started. Salaries data workbook available for import or client commenced loading salaries data (Positions, Employees, Grades, & Scales). Capital budget import complete. Review of Capital budget import for correctness started. Built-in Capital integrations configuration started. Client reviews third round of online implementation guide(s) and training material. Date(s) for training scheduled.
Week 5	
	Review of Operating budget import for correctness completed. Review of Capital budget import for correctness completed. Built-in Capital integrations configured and tested. Begin specification and building of ad hoc reports. Completed data import of salaries data. Begin configuring salaries "modifiers" (calculations for allowances and benefits).
NOT	E: Questica Budget Book powered by CaseWare implementation can begin running in parallel
Week 6	
	Built-in Operating integrations configured and tested. Salaries modifiers configured. Begin review of Salaries budget for correctness. Operating, Capital and Salaries training. Begin preparation for end-user training.
Week 7	
	Review of Salaries budget for correctness completed. Begin end-to-end/acceptance testing.
Basi	c System Ready for Development & Management of Budget
Week 8	
	End-to-end/acceptance testing complete. End-user Training.
Week 9	
	Begin configuration of OpenBook. Go-live to end users.
Post Go	p-Live
	Configuration of OpenBook. System review, respond, fix. Promote from implementation to production status (hand-over to Questica Technical Support).





Questica Budget Book powered by CaseWare Implementation

As indicated in the sample timeline presented above, the Budget Book implementation can run in parallel alongside the Questica Budget implementation, typically beginning in week 5. Below is a tentative Implementation Timeline for the Budget Book component.

week 1	
	Project Kick-Off Meeting Develop approximate schedule Introduce the Tool-set Setup CaseWare MyCase self-service portal account Install software (Working Papers & Financials) Register for Fundamentals of Working Papers Training Register for Financials Template Training Start gathering and submitting documents to FHB, supporting the previous year's and current year's Budget Book Forward all markup to FHB
Week 2	- Week 4
	Complete Fundamentals of Working Papers Training Complete Financials Template Training Develop user lists and evaluate their relationship to CaseWare. Complete planning document Develop a list of change requests Create new Working Papers data file based on Financials Template with QBB content Complete Engagement Properties Develop Consolidation structure as required Develop new grouping in Working Papers or import groupings as appropriate Perform Import of Budgetary data into the Working Papers file Save import layout files and other import documentation in the Working Papers document manager to be reused New Entities into the consolidation structure as required by the Data Definition and Markup phases Use Automatic Documents as proof of mapping
Week 5	
	Create Placeholders on the Document Manager Review content and consider opportunities for simplification, content removal or other improvements Segment Budget Book into meaningful sub-sections with common data and/or formatting properties Identify template pages in the Budget Book which are reused multiple times Client provide specific formatting - Margins, Fonts, Underlining etc. Identify external document sections Forward Placeholder documents for external document sections to FHB
Week 6	
	Document Section Template (copy for each document section defined) Mid-project check-in meeting Create and test Questica Sync/Integration with CaseWare
Week 7	- Week 10
	Combined document and integration of pieces





Week 11	
	Finalize directory structure Develop data re-loading script Client generates Budget Book Reports Print report and identify (circle/highlight) variances from PY published book Correct balance and description issues Provide remaining exceptions list to FHB
Week 12	
	Create any additional Custom Diagnostics needed Create any additional rounding relations needed Make corrections to the report Receive and install updated template from FHB Print report and confirm issues are resolved Set Roll-Forward date / clean up properties Sign project completion document Project completion questionnaire / meeting with FHB
Addition	nal factors that may affect the timeline to the project are:
	quality of the data received. client's experience in creating a Budget Book, the number of years with the organization working on the Budget Book, ease of extracting information from the various sources, technical abilities and Client's willingness to embrace change.





3. Professional Services Agreement

i. The selected firm must use and comply with the terms and conditions of the City's standard Professional Services Agreement as provided in Attachment 1 of this Request for Proposals.

Questica response:

Questica has reviewed Attachment 1 (Professional Services Agreement) and acknowledges the City's requirement.

4. Compliance

i. A written statement that the Consultant shall comply with the California Labor Code, pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decisions; and State of California Prevailing Rates, respectively.

Questica response:

Yes, Questica will comply with the California Labor Code - Federal Labor Standards provisions; Federal Prevailing Wage Decisions; and State of California Prevailing Rates, respectively.

ii. Please be advised that the City of Malibu adopted a Minimum Wage Ordinance in 2016. The selected firm must comply with the wage rates specified in Malibu Municipal Code Chapter 5.36.

Questica response:

Yes, Questica will comply to the wage rates specified in Malibu Municipal Code Chapter 5.36.

5. Litigation

i. Firms are required to list past, current, or pending litigation resulting from professional services rendered over the past five (5) years. If a court or an arbitrator rendered a decision, state the results.

Questica response:

Questica has no past, current, or pending litigation resulting from professional services.





6. References

i. Provide a minimum of three (3) references for current or recent projects or work assignments within the last five (5) years of similar scope and content.

Questica response:

Reference 1: City of Corona

CORONA STUDE CRUE CETTY & Established Month (1987) April 100 Month (Contact: Luis Navarro Financial Analyst City of Corona (951) 279-3500 luis.navarro@coronaca.gov
Brief project description, including identifying the software version, modules, and interfaces implemented.	Questica Budget has been implemented at the City of Corona and includes Operating, Personnel, Capital and OpenBook modules. The current version of their software is Questica Budget version 2020.2.0.22 The system integrates with SunGard One ERP.
Go-Live date.	10-10-2019

Reference 2: City of Temecula

1989	Contact: Jennifer Hennessy Director of Finance City of Temecula (951) 693-3945 jennifer.hennessy@TemeculaCA.gov
Brief project description, including identifying the	Questica Budget has been implemented at the City of Temecula and includes Operating, Personnel, Capital and OpenBook modules.
software version,	The current version of their software is Questica Budget version
modules, and interfaces	2019.3.0.16.
implemented.	The system integrates with Tyler Eden.
Go-Live date.	12-12-2018

Reference 3: City of Tualatin

recording of radiati	
	Contact:
	Matt Warner
	Assistant Finance Director
	City of Tualatin
	18880 SW Martinazzi Avenue
Aitu of Tantation	503.691.3052
City of Tualatin	mwarner@tualatin.gov
500000000000000000	
Brief project description,	Questica Budget has been implemented at the City of Tualatin and
including identifying the	includes Operating, Personnel, Capital and OpenBook modules.
software version,	The current version of their software is Questica Budget version
modules, and interfaces	2019.3.0.16.
implemented.	The system integrates with Springbrook.
Go-Live date.	12-28-2016





Reference 4: City of Riverside

	f Riverside : 951.826.5660, Direct: 951.826.3936 :ter@riversideca.gov
including identifying the software version, The commodules, and interfaces 2019	tica Budget has been implemented at the City of Riverside and des Operating, Personnel, Capital and OpenBook modules. urrent version of their software is Questica Budget version 3.0.26. ystem integrates with SunGard IFAS (Bi-Tech) ERP.

Reference 5: City of Thousand Oaks

ST THOUSAND RES	Contact: Brent S. Sakaida Budget Officer City of Thousand Oaks Main: (805) 449-2259 bsakaida@toaks.org
Brief project description, including identifying the software version, modules, and interfaces implemented. Go-Live date.	Questica Budget has been implemented at the City of Thousand Oaks and includes Operating, Personnel, Capital and OpenBook modules. The current version of their software is Questica Budget version 2020.2.0.2. The system integrates with SunGard HTE. 11-13-2014

Reference 6: City of Escondido

TOP ESCONDIZO	Contact: Jodi Coco Budget Manager City of Escondido Direct: 760-839-4063 Email: jcoco@escondido.org
Brief project description, including identifying the software version, modules, and interfaces implemented.	Questica Budget has been implemented at the City of Escondido and includes Operating, Personnel, Capital, and Performance modules. The current version of their software is Questica Budget version 2020.2.0.10. The system integrates with PeopleSoft.
Go-Live date.	01-02-2019





7. Fee Schedule

i. Under separate cover, provide a rate proposal for the work based on the proposed scope of work.

Questica response:

As required, we have provided separately our rate proposal.





8. Timeline

i. The City intends to award a professional services agreement for a base term of three (3) years.

Questica response:

Questica acknowledges the City's anticipated agreement award timeline.



Questica Pricing Proposal

Prepared for

City of Malibu, CA

by

Questica Ltd.

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

August 2021



Questica Budget Price Quote – Brilliant Subscription Bundle (SaaS)

Quotation ID#: Request for Proposals Budget Software, Implementation and Support Services

Description	Qty	Т
Questica Budget Framework – All Modules		
Operating Licenses	Unlimited	
Personnel Planning & Budgeting Licenses	Unlimited	
Capital Licenses	Unlimited	
Unlimited Read Only Licenses	Included	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook Transparency	Included	
Questica Budget Book (Powered by CaseWare)- 1 User License	Included	
Questica Annual Software Subscription		
(Including maintenance, support, and hosting)		\$39,400.00
Professional Services (Per Statement of Work)		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Training	Included	
Project Management	Included	
OpenBook Professional Services	Included	
Budget Book Configuration	Included	
Total Questica Professional Services		
(one-time fee)		\$15,000.00
Grand Total Year 1		\$54,400.00

Pricing Notes

Quotation ID#: Request for Proposals Budget Software, Implementation and Support Services

- Questica annual subscription fee is \$39,400.00 per year (based on 3-Year subscription)
- Questica has agreed to secure the proposed annual costs for 3 years from the contract effective date and will apply a 5% inflationary increase beginning in Year 4
- Above pricing in USD
- Applicable Taxes Extra
- Terms of Payment:
 - o Software Subscription (including annual maintenance, support, and hosting services):
 - Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years
 - Professional Services:
 - Due 100% upon Contract Effective Date (Net 30)

Additional Professional Services are available upon request at Questica's then current hourly rate, currently set at \$225/hr.