# TeamMate®
## Leading Audit Evolution

# TeamMate+ Implementation Project

# Statement of Work
February 28th, 2025

Date of Expiration if Not Executed: June 30, 2025

**Wolters Kluwer Financial Services, Inc.**
**6815 Saukview Drive**
**St. Cloud, MN 56303**
**USA**

**wolterskluwer.com**

Wolters Kluwer

## Legal Notice

This Statement of Work ("SOW") is entered into pursuant to the TeamMate Global License, Support and Services Agreement ("Agreement") between The City of Norman ("Licensee"), with offices at 201 W Gray St Ste C., Norman, OK 73069, and Wolters Kluwer Financial Services, Inc. ("Licensor"), dated as of last signature below. This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. The work to be performed under this SOW shall be undertaken in accordance with the deliverable, timeframe, and other terms and provisions contained herein. In the event of a conflict or inconsistency between the terms of the SOW and the terms of the Agreement, the terms of the Agreement shall govern and prevail.

## Purpose and Scope

The purpose of this SOW is to document the scope of the TeamMate+ implementation work that will be performed by the Licensor.

This SOW covers the planning, installation, configuration, and training associated with the Licensee's implementation of the TeamMate+ application (collectively "Implementation Work"). All Terms and Conditions and license and/or maintenance fees related to the software, services, and maintenance support are included in the Agreement and shall not be repeated in this SOW.

## Project Assumptions

Licensor understands the following about Licensee requirements:

- This project has been scoped using a Virtual Delivery model. Any requested changes to the scope outlined herein, or to Licensor's standard methodology, materials, and deliverables, will require a Change Request and consideration of additional fees.
- The recording of any of Licensor sessions is not permitted.
- Travel Expenses are to be billed as incurred or per diem as applicable. Licensor will be following its own expense policy, and Licensee will reimburse travel costs as incurred. No travel expenses are expected for this implementation work as it will be delivered virtually.
- Licensor will provide personnel, which includes a Project Manager and a Lead Consultant, along with a project team necessary to meet the requirements of this SOW.

In connection with the performance of the Services under this work proposal, Licensor shall require that the Licensee:

- Individually and independently make all management decisions and perform all management functions, including retaining all authority and responsibility for making any decisions based upon Licensor Consultant's advice;
- Designate an individual who possesses suitable skills, knowledge and/or experience, preferably within senior management, to oversee such Services;
- Evaluate the adequacy and results of the Services performed;

- Accept responsibility for the results of the Services, subject to the warranty and acceptance testing provisions set forth in the Agreement;
- Establish and maintain internal controls, including monitoring ongoing activities,
- Agree to the items detailed in Exhibit 1: Terms for Professional Services; and
- Provide independent remote access for Licensor's Consultant to Licensee's instance of TeamMate+ to perform configuration in their own time without reliance on the Licensee.

## Key Scope Considerations

| Consideration | Details | |
|---|---|---|
| **Licensed Products** | ☒ TeamMate+ Audit<br>☐ Offline Projects<br>☐ Agile Audit<br>☐ Reporting API<br>☐ Data Exchange API[1] | ☐ TeamMate+ Public Sector<br>☐ TeamMate+ Controls<br>☒ TeamMate Analytics<br>☐ TeamMate+ ESG |
| **Licensing** | 2 of Licensed User(s) | |
| **Assurance function** | ☒ Internal Audit<br>☐ Financial Controls<br>☐ Compliance | ☐ Risk Management<br>☐ Evaluation<br>☐ Other: _____ |
| **Installation[2]** | ☒ TeamCloud Hosted<br>TeamCloud Security Package: <mark>Gold</mark><br>   ☐ Restricted Access<br><br>☐ On-premises<br>   ☐ Operational Utility Required | Number of Environment(s): #<br>Total Number of Database(s): #<br>   ☐ Production<br>   ☐ Development<br>   ☐ Other:<br>One database per environment. |
| **TeamMate+ Training** | 2 of end users to be trained | |
| **Other pertinent details** | | |

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[1] Data Exchange API Integration Services are not included in this Statement of Work. Services for Data Exchange API integration are scoped, priced and contracted separately.

[2] If the Licensee is migrating from TeamMate AM to TeamMate+ as part of this implementation project, Licensee must be migrating from a single, centralized TeamMate AM database, release 12.6 or higher.

# Description of Services

## Project Approach and Milestone Descriptions

The project approach, shown in the graphic below, includes the following phases (5 of which have associated Milestones represented by "M". Note: in the 3rd box "(Migration)" is included for migration implementation projects and are excluded for new implementation projects:
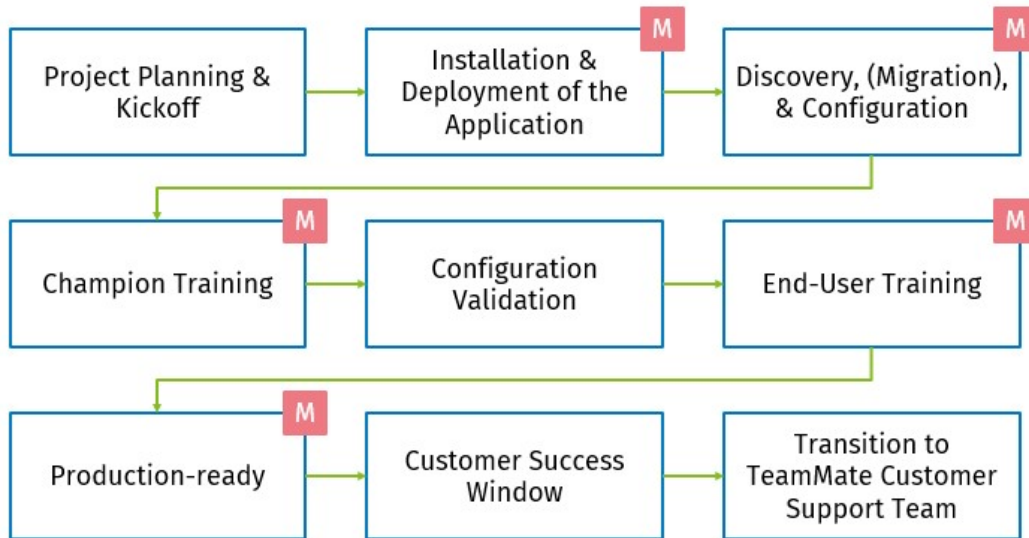
The image below provides definitions for each of the Milestones identified above.

| Milestone | Definition of Completion |
|---|---|
| **Installation & Deployment of the Application** | Hosted: Environment available, consultant has validated:<br>• Site is ready<br>• Licensing is correct<br>• Reporting database is available<br>On-premises: Installation complete (1 environment) (with above checks) |
| **Discover, (Migration), & Configuration** | Completion of:<br>• Discovery and initial configuration sessions<br>• Configuration walkthrough of all in-scope features (including any additional scope changes per the signed Change Request) |
| **Champion Training** | Completion of Champion/Administrator Training & training for validation participants |
| **End-User Training** | Completion of:<br>• Training in scope for milestone; or,<br>• All train-the-trainer sessions including teach-back and feedback sessions; and,<br>• TeamMate Analytics Training, if applicable |
| **Production-Ready** | (Completion of copy to production, if needed, including installation of Production environment if on-premises)<br>Application is available for production use |

## Phase Descriptions

The following table summarizes the key attributes of each phase outlined above.

| Phase | Activity | Description |
|---|---|---|
| **Project Planning & Kickoff** | Project Planning & Kickoff | • Licensor will provide scheduling and project coordination, introduction to prework tasks and activities, access to prerequisite eLearning. |
| **Installation & Deployment of the Application** | TeamCloud Installation | • As stated in Key Scope Considerations<br>• TeamCloud Security (includes SSO[3]).<br>• One database[4] (default) |
| | On-premises installation | • As stated in Key Scope Considerations<br>• One database in one environment[5] (includes SSO). |
| **Discovery, (Migration), & Configuration** | Discovery sessions, Migration Overview and Configuration | • Licensor Consultant to lead a series of workshop sessions during which they will lead and train the customer through configuration refinements where applicable. Focus is on basic application features.<br>• New Licensee implementation is based on a best practices pre-configured database.<br>• A migrating Licensee implementation starts with core AM configuration migrated to TeamMate+ Audit.<br>• Process/Methodology transformation is out of scope.<br>• Best practice audit report templates included. |
| **Administrator/ Champion Training** | Administrator Training | • Champion eLearning[6] (available in English only). This training is eligible for CPE[7]. |

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[3] If Licensee chooses to implement the Federated Security (SSO) option, it must be implemented after the End-user Training is completed.

[4] A Licensee TeamMate+ "database" can more technically be referred to as a "tenant." A tenant is a pair of databases—transactional and reporting—which are accessed using the TeamMate+ application, installed on a website hosted in TeamCloud or on-premises by a Licensee's IT function.

[5] A TeamMate+ "environment" refers to the combination of TeamMate+ software and tenant (see footnote 2). It can also refer to its intended use (for example, staging, test, production, etc.). The Wolters Kluwer TeamMate standard for on-premises Licensees is 1 tenant in 1 environment (production).

[6] Includes a Q&A session after completion of the eLearning.

[7] CPE is provided based on participation and is credited at 1 CPE per 50 minutes of approved training time.

| Phase | Activity | Description |
|---|---|---|
| **Configuration Validation** | Participant Training | • Participants in the configuration validation activity (typically administrators) will receive condensed Manager and Auditor training to ensure customers are ready to start the validation period.<br>• This training is not eligible for CPE. |
| | Validation period is to test the TeamMate+ configuration | • Informal, over 2-week period.<br>• It is Licensee's responsibility to validate configuration and identify the need for configuration refinements. |
| | Consulting Hours for Configuration Coaching | • Licensee may utilize up to 4 hours of consultant assistance for guidance on affecting needed configuration refinements (only available during configuration validation period). |
| | Audit Report Training | • Both new and migrating Licensee Administrators will receive basic training on how to configure an audit report. |
| **End-User Training** | TeamMate+ Auditor Training | • End user training will be standard eLearning for Auditors and Managers for up to 10 users.<br>• All staff performing or reviewing work on projects would need to take this training by the agreed upon schedule date.<br>• This training is eligible for CPE. |
| **Production-Ready** | Go-live | • Licensor will work with Licensee to prepare tenant for production use. |
| **Customer Success[8]** | Customer Success Window | • Formal, over 2-week period.<br>• Each week a ½ hour meeting to answer questions (no configuration assistance hours available for use during this period). |
| | Transition Meeting | • Once Production-ready has been achieved, Licensor Project Manager will arrange for a meeting to introduce Licensor's Customer Support team to Licensee implementation team. |

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[8] The Customer Success phase, including the Customer Success Window and Transition Meeting activities, is considered to take place following the formal project completion defined by the Production-ready phase and its associated milestone.

## Change Management

It is expressly understood and agreed by Licensee and Licensor that any changes to this SOW require completion of a Change Request form (template available on request). All Change Request forms must be pre-approved in writing by Licensor and Licensee prior to undertaking or effectuating a change. Change Request forms will include a detailed description of the change, including the impact on the cost, scope and schedule (as applicable) of the project. The change request will be effective upon execution of either an amendment or Change Request form.

## Fees and Expenses

### Services Fees

The tasks and deliverables in this SOW are offered at the fees detailed below using Licensor Virtual Delivery model, exclusive of travel and other project-related expenses. Fees will be invoiced and paid subject to the terms of the Agreement.

No out-of-pocket expenses are anticipated. However, if Licensee requires that Licensor incur any out-of-pocket expenses (such as printing/delivery of training workbooks) the amount of these expenses will be billed back to Licensee for time and materials.

Professional Services are subject to cancellation fees as follows: (i) $700 per affected day or part thereof if cancelled or rescheduled within fifteen (15) business days of scheduled performance; or (ii) $1400 per affected day or part thereof if cancelled or rescheduled within five (5) business days of scheduled performance.

### Compensation

Licensor will provide all Services to Licensee under this Statement of Work for the fixed price of:

| Professional Services | USD Amount |
|---|---|
| TeamMate+ Foundation Implementation Project | *$15,630.00 |
| *Optional Add-On Service Fees - eLearning TM Analytics* | *$1,071.20* |
| *Optional Add-On Service Fees - Expert on Demand - Hourly Rate* | *$4,078.80* |
| **Total Service Fees** | **$20,780.00** |

**\*Includes a discount of $6,000 off the Professional Services implementation fee.**

Licensor will notify Licensee of completion of each of the project's milestones via email. Licensee will pay Licensor upon completion of each milestone. Milestone definitions are provided in the Description of Services section of this SOW.

| Milestone Services Fees | % Of Total Services Fee | USD Amount |
|---|:---:|---:|
| Milestone 1 – Cloud Installation and Deployment | 0% | $0.00 |
| Milestone 2 - Discovery, (Migration), & Configuration | 30% | $4,689.00 |
| Milestone 3 - Champion Training | 30% | $4,689.00 |
| Milestone 4 - End User Training | 30% | $4,689.00 |
| Milestone 5 - Production Ready | 10% | $1,563.00 |
| **TeamMate+ Audit Foundation Implementation** | 100% | **$15,630.00** |

## Acceptance

This Statement of Work is made pursuant to the Agreement. Upon execution by both parties, this Statement of Work is incorporated into the Agreement and is subject to the terms and conditions of the Agreement.

The City of Norman                                Wolters Kluwer Financial Services Inc.

By: _____                    By: _____

Printed Name: _____                  Printed Name: _____

Title: _____                    Title: _____

Date: _____                     Date: _____

# Exhibit 1: Terms for Professional Services

## Cooperation
Licensee will cooperate reasonably and in good faith with Licensor in the performance of the Professional Services by, without limitation, (a) allocating sufficient resources and timely performing any tasks necessary to enable Licensor to perform its obligations under this SOW, (b) timely delivering any materials and other obligations required under this SOW, (c) timely responding to Licensor's inquiries related to the Professional Services, (d) assigning an internal project manager for this SOW to serve as a primary point of contact for Licensor, (e) actively participating in scheduled implementation meetings, (f) providing in a timely manner and at no charge to Licensor, access to Licensee's appropriate and knowledgeable employees and agents, continuous administrative access to Licensee's Licensor online service account as required to perform the Professional Services, and coordination of onsite, online and telephonic meetings all as reasonably required by Licensor, and (g) providing complete, accurate and timely information, data and feedback all as reasonably required.

## Time Management
Licensor realizes that Licensee's time is valuable, and Licensee realizes that Licensor's time spent in connection with this SOW will incur fees, and Licensee and Licensor will therefore endeavor to manage the use of each other's time in a reasonable and effective manner.

## Delays
Any delays of 5 business days or more in the performance of Professional Services or delivery of Deliverables caused by Licensee following confirmation of agreed schedule, may result in additional charges for resource time. Licensor may terminate this SOW upon 15 days written notice to Licensee if such delay renders Licensor unable to perform the Professional Services for a period of more than 30 days.

## Termination for Convenience
In addition to the parties' termination rights under the Agreement, Licensee may terminate this SOW at any time for convenience upon 30 days' written notice to Licensor. Upon such termination, Licensee will pay any unpaid fees and expenses incurred up to the termination date and an additional cancelation fee of 10% of the total SOW value.

# TeamMate®
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# TeamMate+ Migration Project – Pricing Proposal

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## Executive Summary

TeamMate Global Audit Solutions, part of the CP & ESG Division of Wolters Kluwer, helps professionals in all industries, at organizations around the world, manage audit and compliance risks and business issues by providing targeted, configurable, and efficient software solutions. Solutions include TeamMate+ Audit, TeamMate+ Combined Assurance, Agile Audit, and TeamMate Analytics. Together, this ecosystem of solutions provides organizations with the combined assurance they need to manage all aspects of risk identification and assessment, electronic working paper creation and management, controls framework management, and data analysis.

Wolters Kluwer is a global leader in professional information, software solutions, and services for the corporate performance, ESG, health, tax & accounting, finance, risk & compliance, and legal sectors. We help our customers make critical decisions every day by providing expert solutions that combine deep domain knowledge with specialized technology and services.

TeamMate has been recognized as the market leader for 30 years, serving over 3,000 organizations, and more than 115,000 users.  TeamMate spends 20,000 hours monthly on development and supports 12 different languages.  TeamMate has received multiple awards for audit and analytics solutions.

Highlights of the product include:

- **System Design:** TeamMate is not a 'modular' system.  Instead, it was designed to align to the IIA's Standards (IPPF) to ensure we are meeting the professional standards to which we are all held.  This includes the ability for multiple assurance providers beyond auditors to utilize the same data elements instead of working in silos.
- **Dimensions:**  We allow up to 30 different audit universes at once. You can organize the data as needed and cross reference risks and controls across the various hierarchies. As changes occur, you can rearrange the universe without breaking the risk and control linkages in the assessments.
- **Flexible Audit Plans:** The audit plan can be defined for any length of time.  The audit plan development cycle includes an approval process.  Once the audit plan has been approved, any additional audits added to the plan are flagged for tracking in the system.
- **Historical Insights:** Because the system is not modular and not restricted to one assurance team, it has the capacity to provide users powerful historic insights into previous assurance activity for entities, risks, controls, etc.
- **Customer/Client Collaboration:** TeamMate+ includes several optional features for our users to engage with their customers such as:
    - *Document Requests:*  Allow the business to upload requested documents directly into TeamMate and avoid sending documents by email.
    - *Surveys:* TeamMate+ includes the ability to create, send and gather survey style feedback from directly within the tool.
    - *Self-Assessments:* Engage the business directly in the system to gather their perspective on risks that you can then use to score risk levels.
    - *Response Tracking:* Engage the business more by socializing action plans using TeamMate+ as the audit progresses, instead of waiting until the end of the engagement.  The business can review and respond directly to recommendations.

- *Issue Tracking:* Allow the business to respond and provide updates and supporting documentation on the action plans directly in the system with notifications and reminders if desired.
- *Audit Reporting:* Allow the business to review and sign off on Audit Reports from within the system.
- **TeamStore:** The TeamStore serves as your central library of business objectives, risks, controls, test procedures and workpaper templates that can be linked together to create efficiency in your processes. This common library is what allows multiple assurance providers to work on common ground.
- **Reporting:** Reporting is one of the key benefits. Because TeamMate+ is not modular, all your data is together in one central place for access in management reporting. We provide several avenues to harness this data.
  - ***TeamInsights:*** The TeamInsights reporting tool provides a user-friendly interface for generating reports that can be ran ad-hoc or scheduled for delivery.
  - ***Dashboards:*** We have also built simple to use dashboarding widgets to provide information directly in the system.
  - ***Reporting API:*** As an option, users can take advantage of a reporting API for connecting to OData reporting tools like PowerBI.
  - ***Data Exchange API:*** As an option, users can connect TeamMate+ to other systems of record within the organization to create a seamless sharing of important information such as Risks, Issues, and Time Keeping.
- **TeamMate Analytics:** Our Analytics feature places the power of data analytics at the fingertips of every user from beginner to advanced using the most common data tool that almost every auditor is comfortable using, Excel. This powerful tool features a library of some of the most common analytic routines for auditors and the ability to create your own routines. In addition, it helps your auditors generate data requests to facilitate the acquisition of data from the business and generates a complete user-friendly log of the work performed as evidence to support your work papers.
- **Agile Audit: <u>As an option</u>**, Agile capabilities like Planning, Execution, and Reporting, purpose-built for audit, embedded directly into the audit workflow to deliver timely and frequent insight on high-impact risks while aligning with audit standards.
- **Combined Assurance: <u>As an option</u>**, Combined Assurance adds additional functionality to the Internal Controls features of TeamMate+ Audit allowing you to supplement your controls program with Self Assessments, and Certifications.
- **ESG: <u>As an option</u>**, ESG brings a complete set of standards organized in TeamStore to support your departments journey to Auditing ESG within your organization.
- **TeamGuide Pro: As an option,** TeamGuide Pro integrates natively into your TeamMate instance to simplify employee training and boost productivity, eliminate misuse, enforce policies, and maximize the return on your software investment. With TeamGuide Pro, you can have confidence in onboarding and manage change at every stage of your team's development.

## Complimentary Access for Business Contacts

The list below identifies those activities which can be performed by business contacts[9] within TeamMate+. We provide this access (which can be managed via permissions within TeamMate+) for no additional fee. This type

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[9] Or other non-licensed users performing the same activities.

of access allows for collaboration directly in TeamMate+ across your organization. It allows for timely, trackable, more efficient execution of Audits and gathering of supporting documentation.

- Document Requests
  - o Licensed users can invite business contacts to upload requested documents to TeamMate+.
- Risk Self-assessments[10]
  - o Licensed users can invite business contacts to complete risk self-assessments, allowing them to contribute their insights to your risk assessment process.
- Control Self-assessments[11]
  - o Licensed users can invite business contacts to complete control self-assessments, allowing them to contribute their insights to your control assessment process.
- Response Tracking
  - o TeamMate+ allows you to grant secure access to business contact issue/recommendation owners to allow them to directly provide management responses to identified issues.
- Issue and Action Plan Follow-up
  - o TeamMate+ manages the tracking of all issues and recommendations. Departments can grant secure access to issue/recommendation owners to allow their direct input of progress updates, and to promote collaboration.
- External Reviewers
  - o If your project files are subject to outside review, you can provide read-only access to TeamMate+ at no charge to the outside reviewers enabling them to review the workpapers. These users typically include peer reviewers, quality assessors, regulatory reviewers, and CPA firm reviewers.
- Management Tracking
  - o Departments can grant read-only TeamMate+ access to management and other business contacts and stakeholders so they may view reports on a wide variety of project and issue statistics and KPIs.
- System Administrators
  - o IT staff can be granted access to the configuration, support, and self-service areas of TeamMate+ so that they can manage users, configure Federated Security/Single sign-on, and download and troubleshoot TeamMate's integration components.

# Pricing Proposal

Based on our understanding of your business requirements and our proposed solution, the cost breakdown is summarized below. The services recommendation represents our estimate based on the details provided in conversations so far and a wide range of services TeamMate can offer. Additional discussions regarding your requirements may result in changes to this estimate.

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[10] Applies only if TeamMate+ Audit is included in licensed products.
[11] Applies only if TeamMate+ Controls is included in licensed products.

*Note: Additional hours can be purchased as needed.
*Please see separately provided SOW for more Services details

### License and Professional Service Fees

| 2025 TeamMate+ Essentials Annual Subscription Gold Package | # Users | Amount |
|---|---|---|
| **Foundation Implementation** | 1 | $15,630.00 |
| **2025 TeamMate+ Audit Annual Subscription ESS** | 2 | $6,150.88 |
| **2025 TeamMate+ Audit Annual Subscription ESS HOSTING** | 2 | Included |
| **2025 TeamMate Analytics Annual Subscription** | 2 | Included |
| **Subtotal** | | **$21,780.88** |
| *Optional Add-On Service Fees - eLearning TM Analytics* | 1 | *$535.60* |
| *Optional Add-On Service Fees - Expert on Demand - Hourly Rate* | 10 | *$4,078.80* |
| **Total Estimate Including Optional Add-On Service Fees** | | **$26,395.88** |

# Customer Stories

**Ferrero and TeamMate+ Audit** - Global confectionary group Ferrero planned to upgrade from TeamMate AM to TeamMate+ in March 2020. The onset of the coronavirus pandemic created an impetus to complete audits faster and more flexibly, while working remotely, so the new system was put to the test immediately.  Read more about their journey here.

**ING: Compliance with TeamMate+** - Leaning into their long-established relationship with TeamMate as a trusted provider, ING's Compliance Quality Assurance (CQA) function expedites their main objectives around supporting the methodology, facilitating, and documenting reviews, developing global reporting, providing progress tracking, and more. Read more about this here

**Tennessee Comptroller's Office & TeamMate+** - The Tennessee Comptroller's Office fulfills its mission and demonstrates that government audit work matters. Read more about this here

# Customer Quotes

- ➤ "The support we have received has contributed to the implementation process being fast and smooth."

- ➤ "Setting up audit software within a newly developed Internal Audit department is not an easy task, but the project manager's in-depth knowledge of audit was a tremendous asset,"

said the Internal Auditor. "Only someone that understands the audit profession can truly relate to the impact an implementation like this can have on an organization. Our project manager's expertise played a key role in getting our team up and running quickly."

➢ "Having the Data Exchange API was the key to recreating a connection between systems, and it is in line with the trends we are seeing in the industry. Consolidating data via APIs enables us to create a single source of truth, and TeamMate+ delivered."

➢ "We bought a license to TeamMate Analytics for everyone in our division, a decision that allowed us to be on the cutting edge, experience greater efficiencies, and continue to lead with the overall push toward more inclusive data analytics auditing."

# Conclusion

We are confident that TeamMate will best suit your needs.  TeamMate is a commercially available, off-the-shelf software product, licensed based on a standard set of terms and conditions, which are included in the "[TeamMate Services Agreement](#)". Our response to this Request for Proposal does not constitute acceptance of any terms and conditions presented by your organization.  However, if we are awarded this bid, we are happy to engage and to negotiate with you to develop a set of mutually agreeable terms and conditions. The TeamMate software solution is out-of-the-box and can be configured based upon your organization's requirements and deployed either in the cloud (SaaS) or on premise. If we are fortunate enough to be selected, we are confident that we would reach agreement on a mutually agreeable set of terms.

We look forward to welcoming the auditors from your organization to the TeamMate User Community. We believe that developing a solid foundation and working relationship is critical to the successful transition from your existing platform to TeamMate.  We will draw on our industry leading experience with deployments of all sizes and complexities around the world to ensure a world-class TeamMate implementation for your organization.

We understand that choosing an audit, risk, and control solution is a difficult and time-consuming process, and that your decision will impact both your team and many other individuals. Also, as you review the responses from each vendor, the software options may look similar. Rest assured, TeamMate has not only software solutions designed with you in mind, but with more years of experience and more customers than the others combined, we are the trusted partner you need to ensure success.