

## MEMORANDUM

**TO:** MAYOR AND CITY COMMISSION

**FROM:** CITY ATTORNEY'S OFFICE

**DATE:** October 3, 2022

**RE:** **Agreement with TeamDynamix Solutions, LLC for Service Management and Project Portfolio Management Software**

Attached hereto for your consideration is a proposed Agreement with TeamDynamix Solutions, LLC (TeamDynamix) for Service Management and Project Portfolio Management Software for the City's Department of Information Technology (DoIT). DoIT has a need for industry standard IT Service Management and Portfolio Management Software that will provide increased efficiency and reduce the time it takes for the service desk to resolve issues by consolidating and integrating a project portfolio solution to enable DoIT to engage in better resource utilization planning. Specifically, this Software will provide the City with an IT Service Management solution and an integrated project portfolio management solution which provides more efficiency and structure to DoIT's Service Desk and Project Management Office processes. TeamDynamix will be providing the following services and software:

- Platform as a Service (PaaS Cloud) Software
- Licensing
- Asset Discovery
- Software Selection Content
- Vanity URL
- Implementation Services

Upon evaluation by staff, TeamDynamix was selected pursuant to Sourcewell Contract #081419-SHI based on its ability to provide the most comprehensive software solution that best meets the City's needs. Sourcewell is a municipal contracting agency that enables governmental entities to cooperatively procure equipment, product and services in order to receive volume pricing discounts.

The term of this Agreement, effective upon City Commission approval, will continue for a period of five (5) years. All terms and conditions for this purchase will be governed by the attached Agreement. The total five (5) year cost is \$363,486. The first year's cost of \$85,857 is included in DoIT's FY23 budget. The cost for years two (2) through five (5) will be subject to future budget approval by the City Commission.

It is recommended that the City Commission approve this Agreement with TeamDynamix for Service Management and Project Portfolio Management Software and authorize the appropriate City officials to execute all corresponding documents on behalf of the City.

Attachments

# TeamDynamix



Aug 24, 2022

Contract Number: CLP00001

## LICENSE AGREEMENT

**Client:** City Of Lakeland, Florida

**Contract Number:** CLP00001

**Term:** 60 months

**Contract Term Start Date:** October 3, 2022

**Contract Term End Date:** October 2, 2027

THIS LICENSE AGREEMENT (collectively with the addenda and exhibits attached hereto, this "Agreement") is made and entered into on October 3, 2022 (the "Effective Date"), by and between TeamDynamix Solutions LLC, a Delaware limited liability company, with its principal place of business at 1600 Dublin Road, Suite #200, Columbus, Ohio, 43215 ("TeamDynamix"), and City Of Lakeland, Florida, a City, with its principal location at 228 S Massachusetts Avenue, Lakeland, Florida, 33801, (hereinafter "Client"). TeamDynamix and Client may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

- 1. Agreement.** The terms and conditions of this Agreement shall incorporate those terms and conditions set forth in the exhibits to this Agreement (the "Exhibits"). All Exhibits and statements of work attached and executed for products and services, or executed in the future for products and services, shall be incorporated into this Agreement by reference, unless specifically stated otherwise in writing. In the event of a conflict between the applicable Exhibit and this Agreement, the Agreement shall control.
- 2. License.** Subject to the terms and conditions set forth in this Agreement, TeamDynamix hereby grants to Client a non-exclusive, non-transferrable, revocable, non-sublicensable license to access and use the licensed TeamDynamix software identified as licensed on **Exhibit A** ("Applications") during the Term, in object code form only, solely for Client's internal business operations. Client acknowledges and agrees that access to the Applications is licensed and not sold. In the event that TeamDynamix merges with, acquires, or is acquired by, a company offering similar products and services to the Applications, such applications ("Excluded Applications") shall not become part of TeamDynamix's offering of Applications for the price set forth in Table 1.1 of **Exhibit A**. Client and/or its affiliates shall be required to separately order such Excluded Applications from TeamDynamix or its successor.
- 3. Site Connectivity; Access.** Client is solely responsible for providing all telecommunications, computers, and other equipment necessary for accessing the Applications, as well as any third-party access charges. TeamDynamix retains the right, at its sole discretion and without prior notice or liability, to restrict or terminate access to the Applications by Client and/or particular authorized users of Client (each, a "User") if (a) Client and/or its Users materially breach the terms of this Agreement or, through use of the Applications, violates any applicable federal, state, local or international laws or regulations, or the rights of any third party, including other TeamDynamix clients; or (b) this Agreement expires or is terminated.
- 4. Term; Renewal/Extension.** The term of this Agreement shall commence on the Contract Term Start Date set forth above (the "Start Date") and shall continue for a period of 60 months after the Start Date (the "Term"), unless earlier terminated pursuant to this Agreement or extended per the renewal provisions of this **Section 4**. To avoid an interruption of the Services provided, unless Client or TeamDynamix has given notice to the other Party of its desire not to renew under the terms of this Agreement at least sixty (60) days prior to the end of the then-current Term, this Agreement will extend for twelve (12) months at the then current year's twelve (12) months published price rate and the Term will be deemed to be extended for an additional 12 months (an "Extension Term"). TeamDynamix shall provide notice of Client's renewal options no less than ninety (90) days prior to the end of the then-current Term. During the Extension Term, Client and TeamDynamix can mutually agree to enter into a renewal for a longer-term agreement that can replace the Extension Term (a "Renewal Term"). Any such Extension Term or Renewal Term will be invoiced at the end of the then-current term. Any such Extension Term or Renewal Term shall be referred to as the "Term" herein.
- 5. Payment and Fees.** Payment and usage fees for the licensed Applications provided hereunder are set forth on **Exhibit A** hereto. Payment for Professional Services (as defined herein) shall be set forth in the applicable statement of work.
  - a. Failure to Pay.** In addition to any other rights of TeamDynamix, if Client is delinquent in payment of amounts for the services owed hereunder or under an Exhibit, TeamDynamix may give notice to Client of such delinquency and, in such case, Client will have fifteen (15) days from the date of TeamDynamix's written notice to cure such delinquency. If Client fails to cure the delinquency during such fifteen-day notice period, TeamDynamix may, in addition to its other rights and remedies provided hereunder or at law, terminate or



or other legal requirement, TeamDynamix will give Client reasonable notice of any legal requirement or order referred to in this **Section 8(c)**, to allow Client to seek a protective order or other appropriate remedy. TeamDynamix will only use personal information and billing information in accordance with its privacy policy (available at <https://www.teamdynamix.com/privacy-policy-terms>), and Client consents to such usage. TeamDynamix will not collect or use any personal information prior to the Effective Date of this Agreement, and Client will not submit or otherwise make available any personal information to TeamDynamix prior to such date.

9. **Mutual Warranties.** Each Party represents and warrants that (a) it has full power and authority to enter into this Agreement and to perform its obligations and to grant any license(s) contained herein; and (b) it has not entered into, and shall not enter into any agreement either written or oral in conflict with its obligations under this Agreement.
10. **Representations.** TeamDynamix warrants that it owns all right, title and interest in all material and Applications used to provide the services under this Agreement or has the authority to license all material or Applications to Client.
11. **Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN **SECTIONS 9 AND 10**, ALL SERVICES AND TEAMDYNAMIX MATERIALS ARE PROVIDED "AS IS" AND TEAMDYNAMIX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND TEAMDYNAMIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, TEAMDYNAMIX MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR TEAMDYNAMIX MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CLIENT AND THE THIRD PARTY OWNER OR DISTRIBUTOR OF THE THIRD PARTY MATERIALS.
12. **Client Conduct and Obligations.**
  - a. Client is responsible for, without limitation, the following: (i) Client's implementation of TeamDynamix Applications; (ii) protecting the names and passwords of the Users to the Applications and preventing and notifying TeamDynamix of unauthorized use of the Applications; and (iii) the lawfulness of, and results obtained from, all Client data submitted by Users to the Applications and each such User's acts and omissions.
  - b. Except as otherwise specifically permitted under this Agreement, Client shall not, nor will Client permit any third party to: (i) copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver or otherwise transfer the Applications to any third party in whole or in part provided that Client may utilize TeamDynamix's published documentation as needed for use by its Users; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to reverse engineer or discover the source code or underlying ideas or algorithms of the Applications; (iii) reverse engineer, decompile, disassemble, or translate the Applications or any part thereof; (iv) transfer any of the Applications components to any other person, entity, computer, computer network, or other device; (v) upload, post, mail, publish, transmit or distribute in any way the Applications, any component of the Applications or derivative works based thereon; (vi) input, upload, transmit or otherwise provide to or through the Applications, any information or materials that are unlawful or injurious or that contain, transmit or activate any harmful code, viruses, corrupted files or similar items that may damage the Applications or another's computer hardware; (vii) provide benchmarking or summary information regarding the Applications to any competitor of TeamDynamix; or (viii) remove, delete, alter, or obscure any trademarks, copyright or other proprietary notices.
  - c. Client will work with TeamDynamix and provide timely, confidential feedback about product value and performance. TeamDynamix shall own all intellectual property rights in any improvements, upgrades, or derivative works resulting from the use of such feedback.
  - d. Client acknowledges that the Applications are proprietary to TeamDynamix, and TeamDynamix retains exclusive ownership of the same throughout the world, including all related intellectual property. In order to use the Applications, Client may be required to acquire third party software directly from third party licensors,

and the terms and conditions of such licenses are separate and distinct from this Agreement. Additionally, modifications, updates, or customizations made by TeamDynamix to the Applications shall be owned exclusively by TeamDynamix, and Client shall receive or possess no right, title, or interest in any modifications, updates, or customizations except for its license to use the Applications as expressed herein.

- e. TeamDynamix may issue to Client or may authorize a Client administrator to issue, a password for each User to use Client's account for which Client has paid the applicable fees to TeamDynamix. Client is responsible for maintaining the confidentiality of all usernames and passwords and for ensuring that each username and password is used only by an authorized User. Client is solely responsible for any and all usage of the Applications through the use of names and passwords. Client agrees to promptly notify TeamDynamix of any unauthorized use of Client's account or any other breach of security suspected or known by Client. TeamDynamix shall have no liability for any loss or damage arising from Client's failure to comply with these requirements.
- f. Client hereby irrevocably grants all such rights and permissions in or related to Client data to TeamDynamix as are necessary or useful to perform the services contemplated by the Applications and as necessary for TeamDynamix to enforce its rights under this Agreement. The parties expressly agree that, with respect to any Client data actually processed by TeamDynamix pursuant to this Agreement, Client is the data controller and TeamDynamix is a data processor. Client acknowledges and agrees that Client data may be transferred outside the country where it is located if and as necessary to effect the transfer of such Client data as established by Client's API policies and procedures in the Applications, in which case Client is solely responsible for ensuring that it is lawfully entitled to transfer and authorize TeamDynamix to transfer the relevant Client data to TeamDynamix so in accordance with this Agreement. Client will ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.
- g. Client will not transfer any protected health information (as defined under the Health Insurance Portability and Accountability Act ("HIPAA")) or confidential information under the Family Education Rights Privacy Act ("FERPA") to TeamDynamix without the prior written consent of TeamDynamix. If the activities permitted by TeamDynamix under this Agreement render TeamDynamix a Business Associate under HIPAA, Client shall execute TeamDynamix's standard Business Associate Agreement. Client agrees that it shall not utilize iPaaS (unless Client has been notified by TeamDynamix that HIPAA-compliant functionality has been added to iPaaS) to process protected health information or transfer such protected health information to TeamDynamix. TeamDynamix disclaims all liability for breaches under HIPAA, FERPA, or the promulgated regulations thereunder if such breaches were caused in any way by Client, or Client's employees, agents, officers, or directors or in breach of this **Section 12(g)**.
- h. To the extent that Client transmits Client data, including any regulated personally identifiable information, such as government identification numbers, bank account or financial information, or health, genetic, or biometric records, through any Application (including iPaaS, as defined on **Exhibit A**), Client is solely responsible for encrypting such Client data and/or regulated personally identifiable information, including by setting, managing, monitoring, and enforcing the applicable policies with respect to the encryption of such. Client acknowledges and agrees that TeamDynamix is not responsible for any loss, alteration, or unauthorized access or transmittal of such data, to the extent that such results from Client's failure to comply with the encryption requirements in the preceding sentence.
- i. The Applications may contain features designed to interoperate with either on-premise or hosted Client or third party applications (excluding the Applications) (collectively, "Integrated Third-Party Applications"). Client is solely responsible for obtaining and maintaining access to Integrated Third-Party Applications from the applicable providers. TeamDynamix is not liable to Client hereunder and shall not provide Client with any refund, credit, or other compensation for any errors, delays, downtime, or nonperformance of the Applications caused by the temporary or permanent unavailability of the Integrated Third-Party Application, or if Client terminates Client's subscription or license to the Integrated Third-Party Application. If Client establishes an integration between the Integrated Third-Party Application and an Application made available via a cloud implementation, Client hereby authorizes TeamDynamix to access and transmit Client data to and/or from the Integrated Third-Party Application during the Term and subject to TeamDynamix's other obligations under this Agreement incident to such transfer, provided, further, that Client acknowledges that

no Client data will be stored by TeamDynamix during or as a result of such integration. TeamDynamix is not responsible for any disclosure, modification, or deletion of Client data occurring in or caused by an Integrated Third-Party Application.

- j. TeamDynamix holds all right and title to Resultant Data. Notwithstanding the terms of **Section 8(c)** herein, Client hereby consents to TeamDynamix's utilization of such Resultant Data for purposes of operating TeamDynamix's business and improving its products and relinquishes all right and/or license thereto. For purposes of this Agreement, "Resultant Data" means data and information related to Client's use of the Applications including to compile statistical and performance information related to the provision and operation of the Applications, provided, however, that such data and information must be used by TeamDynamix on an aggregate basis and in an anonymized manner.
- 13. Data Retention; Data Recovery Services.** TeamDynamix maintains at least seven (7) consecutive calendar days of deleted data. Data recovery services may be purchased by Client and, if purchased, will be billed to Client at standard hourly rates. TeamDynamix expressly disclaims any obligation to maintain deleted data beyond the scope set forth in this **Section 13**, including any obligation to maintain deleted data beyond seven (7) consecutive calendar days.
- 14. Defaults.**
- a. In the event either Party defaults under this Agreement, the non-defaulting Party may notify the defaulting Party in writing and allow that Party a reasonable opportunity to cure said default, such opportunity not to be less than fifteen (15) calendar days. If said default is not remedied within such cure period, the non-defaulting Party shall then have the right to terminate this Agreement immediately in accordance with **Section 15(a)** and this **Section 14**.
  - b. For purposes of this Agreement, a default shall have occurred with respect to either Party if such Party (i) fails to fully and timely perform or comply with, or materially breaches, any material term or condition of this Agreement, (ii) ceases to do business as a going concern, (iii) makes a general assignment for the benefit of creditors, (iv) files for insolvency, bankruptcy, or seeks to enter receivership, (v) authorizes, applies for, consents to, or has proceedings commenced against it to appoint a trustee or liquidator for all or a substantial part of its assets which is not resolved within (30) days of such commencement, or (vi) violates the confidentiality provisions of this Agreement set forth in **Section 8(a)** hereof.
- 15. Termination Rights; Effect of Termination.**
- a. Either Party may terminate this Agreement upon an uncured default of the other Party to this Agreement as set forth and in accordance with **Section 14** of this Agreement.
  - b. A termination or expiration of this Agreement shall not, with respect to the terminated or expired services, release either Party from its obligations under **Section 5**, **Section 8(a)**, **Section 13**, **Sections 16-20**, **Section 22**, **Sections 24-25**, **Section 27-29**, and **Sections 31-32** which shall remain binding upon each Party until expressly released in writing by the other Party. Upon termination or expiration, Client shall delete, destroy, or return all copies of items constituting the intellectual property of TeamDynamix. In the event of termination, TeamDynamix agrees to provide access for two (2) client resources via existing TeamDynamix User accounts to manually download through existing export and download capabilities Client intellectual property stored on TeamDynamix's host systems for thirty (30) days beginning on the date of termination or expiration. TeamDynamix will purge all Client data stored on TeamDynamix's host systems during the first available maintenance window after 30 days from the effective date of termination or expiration.
  - c. If Client terminates this Agreement pursuant to **Section 15(a)**, Client will be relieved of any obligation to pay any fees pursuant to **Section 5** attributable to the period after the effective date of such termination (and TeamDynamix shall refund to Client any fees paid in advance for services that TeamDynamix has not performed as of the effective date of termination (on a pro-rata basis)).
  - d. If TeamDynamix terminates this Agreement pursuant to **Section 15(a)**, all fees that would have become payable to TeamDynamix had this Agreement remained in effect until the expiration of the Term (as if such

earlier termination had not occurred) will become immediately due and payable, and Client shall pay such fees, together with all previously-accrued and not yet paid fees and expenses.

- e. Upon termination or expiration of this Agreement, Client's license to access and use the Applications shall be extinguished except as provided herein.
16. **Mutual Indemnification.** To the extent permitted by law, each Party agrees to indemnify, defend and hold harmless the other Party and its employees, officers, directors, subsidiaries, agents, and permitted successors and assigns from and against any all claims, damages, liabilities, deficiencies, actions, losses, judgments, settlements, penalties, fines, costs and expenses of every nature (including reasonable attorneys' fees and the costs of enforcing this Agreement and pursuing any insurance providers) resulting from the indemnifying Party's (or its employees, officers, directors, subsidiaries, and agents) gross negligence or willful misconduct.
  17. **TeamDynamix IP Indemnity.** Subject to the other provisions of this Agreement, TeamDynamix agrees that it will indemnify, defend and hold harmless Client and its employees, officers, directors, subsidiaries, agents, and permitted successors and assigns (each, a "Client Indemnitee") from any and all claims, damages, liabilities, deficiencies, actions, losses, judgments, settlements, penalties, fines, costs and expenses of every nature (including reasonable attorneys' fees and the costs of enforcing this Agreement and pursuing any insurance providers) incurred by such Client Indemnitee arising out of, resulting from, or attributable to any third party claim that the Applications infringe any third party's United States patent, copyright, trademark or trade secret rights; provided, however that TeamDynamix shall have no liability under this Agreement for claims of infringement based on (a) modifications, adaptations or changes to the Applications not made by TeamDynamix, (b) the use or incorporation of Client data in conjunction with the Applications is the primary cause of the liability, or (c) Client's use of the Applications in a manner inconsistent with TeamDynamix's written instructions for proper usage. THIS SECTION 17 SETS FORTH CLIENT'S SOLE REMEDIES AND TEAMDYNAMIX'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR APPLICATIONS INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
  18. **Client IP Indemnity.** Subject to the other provisions of this Agreement, To the extent permitted by law, Client agrees to indemnify, defend and hold harmless TeamDynamix and its employees, officers, directors, subsidiaries, agents, and permitted successors and assigns (each, a "TeamDynamix Indemnitee") from any and all claims, damages, liabilities, deficiencies, actions, losses, judgments, settlements, penalties, fines, costs and expenses of every nature (including reasonable attorneys' fees and the costs of enforcing this Agreement and pursuing any insurance providers) incurred by such TeamDynamix Indemnitee arising out of, resulting from, or attributable to any claim by a third party related to any Client data provided to TeamDynamix or any unauthorized modification of the Applications by or directed by Client, including any claims for intellectual property infringement therefrom.
  19. **Limitation of Liability.**
    - a. To the extent permitted by law, the total, cumulative liability of each Party arising out of or related to this Agreement or the services provided hereunder, whether based upon contract, in tort or any other legal or equitable theory, including those related to privacy law, shall be limited to the amounts paid by Client for the service giving rise to the claim during the twelve (12) month period preceding the first event giving rise to the liability. The existence of more than one claim shall not enlarge this limit. The foregoing limitation of liability shall not apply to: (i) bodily injury or death; and (ii) Client's obligation to pay amounts owed for services provided hereunder.
    - b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOST PROFITS, LOST BUSINESS REVENUE, COST OF REPLACEMENT SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS AND REGARDLESS OF WHETHER ANY CLAIM FOR SUCH RECOVERY IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY). EACH PARTY HEREBY WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ANY AND ALL CLAIMS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
  20. **Community Works.** Client may build or create derivative works of certain components within the iPaaS Application, namely: (i) "connectors" that allow Users to access, use, and update data; and (ii) "flows" that allow Users to add, subtract, or transform data between and among Client's systems within the iPaaS Application (the "Community Works")

for distribution and sharing with other iPaaS Applications users in the community area of the iPaaS Application (the "TeamDynamix Community"). Users within the TeamDynamix Community are able to browse connectors and flows that other Users have posted to add to their own libraries and allow efficiencies by appropriating work that has already been done by other Users within the TeamDynamix Community. Other than TeamDynamix's permission to Client for Client to distribute Community Works in the TeamDynamix Community, Client shall continue to be bound by the restrictions set forth in **Section 12** of this Agreement with respect to the creation and usage of Community Works.

- a. **Intellectual Property Rights.** TeamDynamix owns all right, title, and interest in and to the Community Works, including all intellectual property rights therein. Client shall not acquire any right or interest in or to the Community Works except for the rights to use the Community Works as set forth in this Agreement. To the extent that any intellectual property rights vest in Client, Client shall assign any and all of such intellectual property rights to TeamDynamix, and, upon TeamDynamix's request, make any required filings or undertake actions required to effect such assignment.
  - b. **Disclaimer.** **If Client uses any Community Works posted in the TeamDynamix Community, Client does so entirely at its own risk and such Community Works are provided "AS IS" with all faults.** TEAMDYNAMIX SHALL HAVE NO DUTY OR OBLIGATION TO INVESTIGATE, VET OR OTHERWISE APPROVE ANY COMMUNITY WORKS POSTED BY ANY USER OR ANY THIRD PARTY AND CLIENT HEREBY RELEASES TEAMDYNAMIX, ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNS FROM ALL LIABILITY ARISING OUT OF CLIENT'S USAGE OF ANY COMMUNITY WORKS AND ACKNOWLEDGES THAT TEAMDYNAMIX AND ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNS SHALL HAVE NO OBLIGATION TO INDEMNIFY CLIENT FROM AND AGAINST ANY CLAIMS OR LIABILITY OF ANY KIND RELATED TO CLIENT'S USAGE OF THE COMMUNITY WORKS. WITH RESPECT TO COMMUNITY WORKS, TEAMDYNAMIX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND TEAMDYNAMIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, TEAMDYNAMIX MAKES NO WARRANTY OF ANY KIND THAT THE COMMUNITY WORKS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE. THE FOREGOING DISCLAIMERS WITH RESPECT TO COMMUNITY WORKS SHALL SUPERSEDE ALL OTHER WARRANTIES PROVIDED IN THIS AGREEMENT OR OTHERWISE.
21. **Independent Contractors.** The relationship between the Parties created by this Agreement is that of independent contractors and not partners, joint venturers, agents, or employees.
  22. **Governing Law.** This Agreement will be construed as having been made in, and will be governed in accordance with, the laws of the State of Florida, excluding any applicable conflict or choice of law provisions. .
  23. **Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including without limitation: strikes, lock-outs, or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of god, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a "Force Majeure Event"). The Party suffering a Force Majeure Event shall (a) notify the other Party of the Force Majeure Event as soon as possible and (b) use reasonable efforts to mitigate the effects of such Force Majeure Event.
  24. **Entire Agreement.** This Agreement, including all Exhibits hereto, constitutes the entire agreement of the Parties hereto and supersedes all prior agreements, negotiations, representations, proposals, discussions, and communications, whether oral or in writing, relating to its subject matter, including, without limitation, a certain Professional Services Agreement between the Parties, dated October 3rd, 2022 .

25. **Modification/Waiver; Severability; Interpretation.** No modification of this Agreement or an Exhibit, and no waiver of any breach of this Agreement or Exhibit will be effective unless in writing and signed by an authorized representative of the Party against whom enforcement is sought. No waiver of a breach of this Agreement or any Exhibit or the failure of either Party to exercise in any respect any right provided for under this Agreement shall be construed a waiver of any subsequent breach of this Agreement or any Exhibit. No course of dealing between the Parties shall be construed as a waiver of any breach of this Agreement or any Exhibit. The provisions of this Agreement and the Exhibits are severable. If any provision of this Agreement and the Exhibits is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be interpreted or construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement. Section headings are provided for convenience only and are not to be used to construe or interpret this Agreement. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."
26. **Assignment.** Client may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation or law, or otherwise, without the prior written consent of TeamDynamix, which shall not be unreasonably withheld, conditioned or delayed. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
27. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries under this Agreement.
28. **Attorneys' Fees.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.
29. **Identification of Client Relationship.** Client grants to TeamDynamix the right to identify Client in TeamDynamix's published list of customers and in marketing materials. If requested by Client, TeamDynamix will follow guidelines prescribed by Client in using Client's name, trademarks, or logos, as applicable.
30. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument.
31. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "notice") must be in writing and addressed to the parties at the addresses set forth on the second page of this Agreement (or to such other address that may be designated by the Party giving notice from time to time in accordance with this section). All notices must be delivered by personal delivery, nationally recognized overnight courier, certified mail, return receipt requested, or e-mail (with confirmation of transmission). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving Party; and (b) if the Party giving the notice has complied with the requirements of this section.
32. **Authorized Contract Participation.** In accordance with the Client's Rules Governing Procurement of Goods, Services, Insurance and Cooperative Procurement, it is the intent of this solicitation to allow any public body, public or private health or educational institutions, or Client's affiliated agencies and/or corporations, access and use of any subsequent contract(s), as authorized by TeamDynamix, provided such entities are located within the same state or territory as Client's principal place of business.

Participation in this cooperative procurement is strictly voluntary. If authorized by TeamDynamix, any resultant contract(s) may be extended to the entities as indicated above to purchase at then-current contract prices in accordance with contract terms and conditions. TeamDynamix shall notify Client in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate, unless an amendment to the material terms of this contract is made. Participating entities shall place their own orders directly with TeamDynamix, and shall fully and independently administer their use of the contract(s), including contractual disputes, invoicing and payments, without direct administration from Client. Client shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by TeamDynamix to extend

participation and use of the contract. It is understood and agreed that Client is not responsible for the acts or omissions of any other entity participating in this cooperative procurement, and will not be considered in default of such new contract no matter the circumstances.

**35. Public Records. IF TEAMDYNAMIX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TEAMDYNAMIX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.**

In accordance with Florida Statute §119.0701, the TeamDynamix shall keep and maintain public records required by the Client in performance of services pursuant to this Agreement. Upon request from the Client's custodian of public records, TeamDynamix shall provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. TeamDynamix shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the TeamDynamix does not transfer the records to the Client. TeamDynamix shall, upon completion of this Agreement, at its option, either (i) transfer, at no cost, to the Client all public records in possession of the TeamDynamix or (ii) keep and maintain public records required by the Client to perform services pursuant to this Agreement. If the TeamDynamix transfers all public records to the Client upon completion of this Agreement, the TeamDynamix shall except those maintained as provided below, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the TeamDynamix keeps and maintains public records upon completion of this Agreement, the TeamDynamix shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

**34. Insurance.** Team Dynamix shall maintain Insurance in accordance with the attached Certificate of Insurance.

[signature page follows]

# TeamDynamix

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

## TeamDynamix Solutions LLC

## City Of Lakeland, Florida

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print \_\_\_\_\_

H. William Mutz

Title \_\_\_\_\_

Title: Mayor

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest:

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

Kelly S. Koos, City Clerk

Approved as to form and correctness:

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

Palmer C. Davis, City Attorney

## Exhibit A – License Payments and Pricing

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**Table 1.1**

<b>License Pricing - 60 Month Agreement</b>			Year 1	Year 2	Year 3	Year 4	Year 5
Cost Items	Count	Unit Price					
Universal User per license	100	\$ 398.00	\$ 39,800.00	\$ 41,000.00	\$ 42,200.00	\$ 43,500.00	\$ 44,800.00
iPaaS non-TDX base 5-pack flows	1	\$ 19,080.00	\$ 19,080.00	\$ 21,600.00	\$ 22,248.00	\$ 22,916.00	\$ 23,603.00
Asset Discovery (5,000 assets)	Yes	\$ 2,332.00	\$ 2,332.00	\$ 2,402.00	\$ 2,475.00	\$ 2,549.00	\$ 2,625.00
Vanity URL	1	\$ 1,325.00	\$ 1,325.00	\$ 1,365.00	\$ 1,406.00	\$ 1,448.00	\$ 1,492.00
<b>Licensing Totals:</b>			<b>\$ 62,537.00</b>	<b>\$ 66,367.00</b>	<b>\$ 68,329.00</b>	<b>\$ 70,413.00</b>	<b>\$ 72,520.00</b>

# TeamDynamix

**License Descriptions:** Access to the TeamDynamix solution is determined by the Sites to which the user is assigned; the Applications within these Sites that the user has been granted; and the individual application permissions which allow specific functions.

License Type	Description	Sites
Site License	Designed to allow an unlimited number of users access to the TeamDynamix Solution. Furthermore, roles can be setup with security provisions for different types of users and Administrators can freely distribute access to the system, as necessary, without the limitation of a license type. This license type does not include (a) new product lines acquired or offered after the execution of this Agreement unless specified by TeamDynamix, (b) the Asset Discovery license, or (c) the IT Process Automation License. It is important to note that specific terms relations to the Site License may be outlined in more detail within the Master Service Agreement.	
Universal License	Designed to allow flexibility when granting a specific quantity of users access to the TeamDynamix application. Roles can be set up with security provisions for different types of uses and Administrators can freely distribute access to the system, as necessary, without the limitation of a license type. The Universal License does not include (a) new product lines acquired or offered after the execution of this Agreement unless specified by TeamDynamix, (b) the Asset Discovery license, or (c) the IT Process Automation License.  A Universal License can be applied to any type of individual that requires access to TeamDynamix. For example, an Executive-level user that needs access to reporting and project governance. Or, a service desk Technician that must manage every aspect of the ticketing life cycle.	Client Portal. TDNext and TDAdmin
Client	This license is designed for users who only need the ability to access the Client Portal and its applications (e.g. Service Catalog, Knowledge Base). Client Portal users can also view relevant project information, such as plans, issues, and risks	Client Portal
Asset Discovery	This is an environment-wide license which scans networks for physical devices and integrates with other discovery solutions for purposes of synchronizing those devices into the TeamDynamix Asset application(s).	
iPaaS	This is an environment-wide license for users to build, troubleshoot, maintain, and monitor automated processes and integrations involving one to many systems and for managing API usage and performance.	
Private Cloud	Private Cloud refers to the infrastructure model in which the TeamDynamix solution is deployed. Private Cloud places the TeamDynamix database within a dedicated virtual Microsoft SQL Server, thus is it physically separated from all other database tenants. The standard deployment of TeamDynamix is a shared multitenant model.	
Vanity URL	This license allows for a custom or client-specific URL residing within its own domain. By default, the URL to the TeamDynamix solutions falls within teamdynamix.com (e.g. <i>clientname.teamdynammix.com</i> ) but can be modified with a Vanity URL license (e.g. <i>servicedesk.clientdomain.edu</i> )	

1. **Invoices and Fees.** Client must issue a **Purchase Order annually to SHI**, referencing SHI Quotation # 22520701 and 22520676, per the schedule set forth in this **Exhibit A**

The first payment of **\$62,537.00** will be due, net 30, to SHI upon execution of this Agreement.

The second payment of **\$66,367.00** will be invoiced on the 12 month anniversary of the date of this Agreement and will be due net 45 days in accordance with Florida Statute §218.70 et. seq., the Local Government Prompt Payment Act.

The third payment of **\$68,329.00** will be invoiced on the 24 month anniversary of the date of this Agreement and will be due net 45 days in accordance with Florida Statute §218.70 et. seq., the Local Government Prompt Payment Act.

The fourth payment of **\$70,413.00** will be invoiced on the 36 month anniversary of the date of this Agreement and will be due net 45 days in accordance with Florida Statute §218.70 et. seq., the Local Government Prompt Payment Act.

The fifth payment of **\$72,520.00** will be invoiced on the 48 month anniversary of the date of this Agreement and will be due net 45 days in accordance with Florida Statute §218.70 et. seq., the Local Government Prompt Payment Act.

If additional licenses are purchased pursuant to a purchase order, the amounts due pursuant to such purchased licenses shall be added to the payment amounts described under this **Section 1**.

2. **Additional License Fees.** Any additional license fees will be invoiced on the effective date and will be due net 45 days in accordance with Florida Statute §218.70 et. seq., the Local Government Prompt Payment Act. Additional purchases of licenses, during the Term, can be purchased at the cost identified in Table 1.2 below and purchased pursuant to a purchase order in form reasonably acceptable to TeamDynamix:

**Table 1.2 SaaS Licensing**

Add-On License Fees Per License	Year 1	Year 2	Year 3	Year 4	Year 5
Universal User	\$ 398.00	\$ 410.00	\$ 422.00	\$ 435.00	\$ 448.00

- a. **Proration of Add-On Licenses.** If additional licenses are purchased by Client pursuant to a purchase order, Client will be invoiced for the prorated (on a 365 day basis) amount due for such purchases in accordance with **Section 1**.
- b. **License Amount.** In the event that additional licenses are purchased by Client pursuant to a purchase order, the Table 1.1 will be deemed to be updated to include the additional purchased licenses. The amount of licenses purchased by the Client and set forth on **Exhibit A** shall not be reduced unless the Agreement is amended by the mutual written agreement of the Parties hereto.

## Exhibit B: Service Level Exhibit

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Capitalized words not defined herein shall have the same meaning as set forth in the License Agreement (the "Agreement") between TeamDynamix Solutions LLC ("TeamDynamix") and the counterparty to such Agreement (the "Client").

1. **Service Levels.** Subject to and conditioned upon the compliance of Client and its Users with the terms and conditions set forth in Agreement, Client shall have the right to the benefit of the system uptime provisions set forth in this Service Level Agreement (the "SLA").
  - a. "Uptime" means the ability of Client to log into the Applications. "Downtime" is a period of time when the site hosted by TeamDynamix is not operating as designed and Client cannot log into the Applications as a result thereof.
  - b. TeamDynamix guarantees Uptime of 99.75%, excluding Downtime that is the result of any Exception described below in **Section 1(c)** of this SLA, during each monthly period of the Term (each, a "Measurement Period"). In the event that TeamDynamix breaches this Uptime guarantee during a Measurement Period, TeamDynamix shall provide Client with credit for the amount of time that the breach continues ("Downtime Credit"), in an amount equal to 3% of the Daily Fee per 15-minute increment that TeamDynamix is in breach, pursuant to this **Section 1**. For purposes of this **Section 1**, "Daily Fee" shall be calculated by dividing the annualized license costs set forth in the Agreement by 365. Downtime Credit may be paid by TeamDynamix via a credit to Client's subsequent annual license invoice in the amount owed pursuant to this **Section 1**. The Downtime Credit described in this **Section 1** shall be Client's sole and exclusive remedy and TeamDynamix's sole and exclusive liability for any breach of the obligations set forth in **Section 1** of this SLA.
  - c. **Exceptions to Uptime:** The following (each, an "Exception") shall each suspend TeamDynamix's Uptime guarantee while in effect and shall not be considered a breach of TeamDynamix's Uptime guarantee:
    - i. scheduled maintenance, scheduled upgrades, and emergency patches, so long as such scheduled maintenance, scheduled upgrades, and emergency patches occur outside of business hours and with notice to Client;
    - ii. a failure or malfunction resulting from scripts, data, applications, equipment, or services provided and/or performed by Client;
    - iii. outages initiated by TeamDynamix or its third party providers at the request or direction of Client for maintenance, back up, or other purposes;
    - iv. outages resulting in failure, interruption or other problem with any software, hardware, system network, facility, or other item not supplied by TeamDynamix;
    - v. events resulting from an interruption or shut down of the services due to circumstances reasonably believed by TeamDynamix to be a significant threat to the normal operation of the Service, the facility from which the Service is provided, or access to or integrity of Client data (e.g., a hacker or a virus attack);
    - vi. outages due to system administration, commands, file transfers performed by Client representatives;
    - vii. other activities Client directs, denial of service attacks, and internet connectivity failures;
    - viii. Force Majeure Events;
    - ix. Client's negligence or breach of its material obligations under the Agreement; and
    - x. a lack of availability or untimely response time of Client to respond to incidents that require its participation for source identification and/or resolution.

## Exhibit C – Professional Services

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### **PROFESSIONAL SERVICES ADDENDUM**

This Professional Services Addendum (“Addendum”) is an exhibit to, and adds, the License Agreement (“Agreement”), dated October 3<sup>rd</sup>, 2022 by and between TeamDynamix Solutions LLC, a Delaware limited liability company (“TeamDynamix”), and City of Lakeland, Florida, a municipality organized and existing in accordance with the laws of the State of Florida (“Client”). TeamDynamix and Client may be referred to in this Addendum, individually, as “Party” and, collectively, as “Parties”.

1. **Scope and Performance of Professional Services.** TeamDynamix agrees to provide the Professional Services identified in written statements of work attached hereto setting out TeamDynamix’s compensation, deadlines and additional terms and conditions applicable to specific engagements, if any, and such other details as the Parties may deem appropriate and in such form as the Parties may agree (each, a “Statement of Work” or “SOW”). Statements of Work shall reference and be subject to the Agreement and this Addendum, shall be executed by the Parties, and shall form a part of and be incorporated into the Agreement and this Addendum. Client shall be permitted to purchase Professional Services pursuant to a purchase order provided that a compliant Statement of Work is attached to such purchase order.

2. **Order of Precedence.** This Addendum constitutes additional terms and conditions to the Agreement. The provisions of the Agreement shall prevail in the event of a conflict with provisions of this Addendum. In the event of a conflict between the terms and conditions of any SOW and this Addendum, the terms and conditions of this Addendum shall prevail. The provisions in an SOW dated later in time shall prevail in the event of a conflict with provisions in an SOW dated earlier in time.

3. **TeamDynamix Obligations.** Subject to and conditioned upon the compliance of Client with the terms and conditions of the Agreement and this Addendum, TeamDynamix shall use commercially reasonable efforts to provide Client with Professional Services. The professional staff of TeamDynamix will have the proper skill, training, and background necessary to accomplish their assigned tasks and shall perform the services contemplated by this Addendum in accordance with industry standards. TeamDynamix personnel physically located at Client’s facilities, hereinto referred to as “On-Site”, shall comply with all reasonable workplace standards and policies applicable to Client’s employees, of which TeamDynamix is apprised of in writing in advance by Client, provided they are consistent with TeamDynamix’s own business practices.

4. **Client Obligations.** While On-Site, Client will provide TeamDynamix with reasonable access to use Client’s facilities, equipment, data and information that are necessary for TeamDynamix to perform Professional Services. Client will reasonably cooperate with TeamDynamix in the performance of Professional Services, provide reasonable working space to TeamDynamix personnel and reasonably cooperate with such personnel. Client shall respond promptly to any request of TeamDynamix to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for TeamDynamix to perform Professional Services in accordance with the requirements of this Addendum.

5. **Ownership.**

5.1 **Client Content.** Any and all software programs, databases, artwork, logos, graphics, video, text, data and other materials supplied by Client to TeamDynamix in connection with TeamDynamix’s performance of any Professional Services (“Client Content”) are and will at all times remain the sole and exclusive property of Client and its licensors. No right, title, or interest will be transferred from Client to TeamDynamix with respect to any of Client Content or Client’s intellectual property rights therein, provided that Client hereby grants TeamDynamix a non-exclusive right and license to use and incorporate such rights into any Work Product solely for the purposes of providing the Professional Services hereunder.

5.2 **TeamDynamix Content.** TeamDynamix shall retain and possess all right, title, interest, and ownership in and to any and all ideas, concepts, know-how, data processing techniques, software or documentation developed by TeamDynamix personnel (alone or jointly with Client) in connection with Professional Services provided to Client, and it will be the exclusive

property of TeamDynamix provided to Client as a part of the Professional Services described herein, and the Client shall have no right, title, interest, or ownership in or to such ideas, concepts, know-how, data processing techniques, software or documentation.

5.3 **Work Product.** As part of or in connection with the Professional Services, TeamDynamix and its employees will or may produce Work Product. “Work Product” includes all inventions, discoveries, processes, reports, plans, projections, budgets, software, data, technology, designs, documentation, innovations and improvements created, discovered, developed, compiled or prepared by TeamDynamix or its employees as part of or in connection with the Professional Services. Work Product includes any intermediate work product created in developing the final deliverables. TeamDynamix and Client agree that, except for any Client intellectual property, any and all Work Product shall be the sole and exclusive property of TeamDynamix, provided that TeamDynamix hereby grants Client a non-exclusive right and license to use the Work Product subject to the same terms and conditions as the license(s) provided under the Addendum for the product or service to which the Work Product relates. For the avoidance of doubt, TeamDynamix shall retain ownership of all intellectual property rights in products and services licensed or sold to Client under the Addendum and any derivative works of said products or services, subject to the licenses granted to Client under the Addendum.

6. **Payment.** The Professional Services fee shall be set forth in the SOW, and invoices shall be rendered in accordance with the payment terms set forth therein and subject to the general terms and conditions of **Section 5** of the Agreement.

7. **Travel.** For any On-Site Professional Services, Client will reimburse TeamDynamix for all, reasonable documented travel and documented out-of-pocket expenses (which shall comprise transport, accommodation and living expenses) incurred. Client’s “City of Lakeland Consultant Expense Reimbursement Policy” per diem rates are followed for meals/incidentals as set forth in **Appendix A**, attached hereto and incorporated by reference. Scheduling On-Site engagements shall be approved in advance and in writing by Client, before travel costs are incurred.

8. **Non-Solicitation of Employees.** During the Term of the Agreement and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, in any manner solicit or induce for employment any person who is then in the employment or engagement of the other Party. A general advertisement or notice of a job listing or opening or similar general publication of a job search or availability to fill employment positions shall not be construed as a solicitation or inducement for the purposes of this **Section 8**, and the hiring of any such employee or independent contractor who freely responds thereto shall not be a breach of this **Section 8**.

9. **Warranty Disclaimer.** TEAMDYNAMIX WARRANTS THAT THE PROFESSIONAL SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER AND WITH PROFESSIONAL DILIGENCE AND SKILL, IN ACCORDANCE WITH THIS ADDENDUM AND THE DOCUMENTATION. IF THERE IS A MATERIAL BREACH OF THE ABOVE WARRANTY, TEAMDYNAMIX’S ENTIRE LIABILITY AND CLIENT’S ENTIRE REMEDY SHALL BE, AT TEAMDYNAMIX’S OPTION TO (I) MODIFY THE PROFESSIONAL SERVICES TO CONFORM TO THE TERMS OF THE SOW; (II) PROVIDE A REASONABLE WORKAROUND SOLUTION WHICH WILL REASONABLY MEET CLIENT’S REQUIREMENTS OR (III) IF NEITHER OF THE FOREGOING IS COMMERCIALY REASONABLE, TERMINATE THE SOW AND REFUND TO CLIENT ALL SUMS PAID BY CLIENT FOR THE NONCONFORMING PROFESSIONAL SERVICES, WITH NO FURTHER LIABILITY TO TEAMDYNAMIX. THESE REMEDIES ARE CLIENT’S SOLE AND EXCLUSIVE REMEDIES FOR A CLAIM OF BREACH OF WARRANTY UNDER THIS ADDENDUM.

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS **SECTION 9**, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS ADDENDUM, AND TEAMDYNAMIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

10. **Modification/Waiver; Severability; Interpretation.** No modification of this Addendum and no waiver of any breach of this Addendum will be effective unless in writing and signed by an authorized representative of the Party against whom enforcement is sought. No waiver of a breach of this Addendum or the failure of either Party to exercise in any respect any right provided for under this Addendum shall be construed as a waiver of any subsequent breach of this Addendum. No course of

# TeamDynamix

dealing between the Parties shall be construed as a waiver of any breach of this Addendum. The provisions of this Addendum are severable. If any provision of this Addendum is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. Section headings are provided for convenience only and are not to be used to construe or interpret this Addendum. Whenever the words “include” or “including” are used in this Addendum, they will be deemed to be followed by the words “without limitation.”

11. **No Third Party Beneficiaries.** There are no intended third-party beneficiaries under this Addendum.

*[Signature Page Follows]*

# TeamDynamix

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, on the date and year first above written.

**TeamDynamix Solutions LLC**

**City Of Lakeland, Florida**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print \_\_\_\_\_

H. William Mutz

Title \_\_\_\_\_

Title: Mayor

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Kelly S. Koos, City Clerk

Approved as to form and correctness:

By: \_\_\_\_\_  
Palmer C. Davis, City Attorney

*[Intentionally Left Blank – Statements of Work Follow]*

## Statement of Work

### Introduction

City of Lakeland (herein known as 'CLIENT') is located in Lakeland, FL. CLIENT wishes to implement the best-in-class solutions from TeamDynamix. In summary, the following capabilities are in-scope for this engagement:

- TeamDynamix Multi-Tenant SaaS Deployment with vanity URL
- TeamDynamix iPaaS SaaS Deployment
- TeamDynamix Administration Foundations
- TeamDynamix Core Integrations
- Basic Ticketing
- Advanced Ticketing
- Client Portal
- Service Catalog
- Knowledge Management
- Asset Management with Asset Discovery
- Project Management Essentials
- Reporting

### Solution Environment

- TeamDynamix Software-as-a-Service (SaaS)

### Project Approach and Timeline

TeamDynamix has developed an implementation approach to ensure the success of its CLIENTS. The implementation will begin with a planning exercise to discuss specific factors which influence the timeline of the deployment. Following the planning exercise, CLIENT resources shall begin the TeamDynamix Readiness Course. This online, instructor-led course consists of a daily 90-120 minute session lasting approximately 2.5 weeks. CLIENT resources will learn how to configure each aspect of the TeamDynamix application.

Once the course has concluded and CLIENT has completed the prerequisite configuration activities, one-on-one dedicated sessions with a TeamDynamix Professional Services consultant will begin. CLIENT will meet regularly with a TeamDynamix consultant to further build on knowledge from the Readiness Course and jointly configure the tool to meet specific requirements. Following configuration, the solution is transferred into production once training and go-live preparation steps have been completed. If defined during the planning exercise, additional phases follow the initial go-live. If no follow-on phases have been defined, CLIENT is then introduced to Support and Customer Success and the implementation project is closed-out.

Most clients progress through the implementation between three and six months depending on the complexity of requirements and their resource availability. TeamDynamix and CLIENT will work together to coordinate specific dates once the Statement of Work has been fully executed. TeamDynamix shall make available its Professional Services resources during the period of time defined in the implementation plan.

# TeamDynamix

Significant changes to timeline or scope may require a signed change order document and/or additional costs, especially if Professional Services resources must be extended beyond the time period outlined in the implementation plan. If for some reason CLIENT chooses to place the implementation on-hold, TeamDynamix resources shall be reassigned to other projects. The scope of services outlined with this Statement of Work expires 12 months from document execution (unless modified by a change order) and all work shall then be considered complete.

## *Departments Included*

CLIENT may wish to deploy TeamDynamix to multiple departments. Departments can be deployed simultaneously or in phases. If deployed in phases, CLIENT should plan for its primary TeamDynamix administrator to participate in all phases to ensure continuity and build upon knowledge gained in previous phases.

The following departments are considered in-scope for this engagement:  
Information Technology

## *Key Contacts*

The following individuals will serve as key contacts for the coordination of this engagement.

### **City of Lakeland**

Name: Frank Koelling

Title: IT Support Manager

Phone: (863) 834-1843

Email: [frank.koelling@lakelandgov.net](mailto:frank.koelling@lakelandgov.net)

### **TeamDynamix**

Name: Aaron Crane

Title: Vice President, Operations

Phone: 614-340-3342

Email: [acrane@teamdynamix.com](mailto:acrane@teamdynamix.com)

Internal Use Only - Do Not Remove - TDXPS139713.9A3RY

## Scope of Services

### Implementation Project Management

TeamDynamix and CLIENT shall jointly manage the implementation project. TeamDynamix shall take the lead on facilitating the sessions related to the application deployment. CLIENT shall manage its resources, sponsor/stakeholder expectations, and end-user communications. Members of TeamDynamix and CLIENT will work together on the specific project management-related items, such as:

- Project background, objective and vision
- Project scope
- Team roles and responsibilities
- Project timeline
- Project management tools and communication plans
- Outline tracking procedures for risks and issues
- Determine future meeting cadence
- Review deliverables and action items

CLIENT Responsibilities:

- Provide a project manager to coordinate with TeamDynamix resources.
- Identify and coordinate other individuals involved in the project, such as Sponsor, Administrators, Technical resources, Process owners and other Subject Matter Experts.
- Create and manage the documentation and plans required for CLIENT-specific project management processes.
- Ensure its resources are completing activities and actions in a timely manner so that project timeline is met.

TeamDynamix Responsibilities:

- Provide resources to act as a project manager, application consultant, and technical lead. Resources shall work closely with CLIENT project manager to execute the implementation plan.
- Meet with CLIENT project resources on a regular basis to discuss project status and review progress to plan.
- Respond to and help address issues that arise in a timely fashion.
- Help to ensure the overall success and completion of the project.

### Core Setup

TeamDynamix consultants shall create a SaaS production and test (sandbox) environment of the TeamDynamix application for CLIENT, accessible via a to-be-determined CLIENT-specific URL (e.g. <https://teamdynamix.clientdomain.com>), with the TeamDynamix multi-tenant environment.

CLIENT Responsibilities:

- Provide technical resources familiar with DNS/SSL certificates for the CLIENT-specific URL.
- Create CNAME mapping to the TeamDynamix Private Cloud environment.
- Provide an SSL certificate to TeamDynamix technical resources for distribution to web servers.

TeamDynamix Responsibilities:

- Setup and configure all aspects of the TeamDynamix solution in the Private Cloud infrastructure.
- Support CLIENT technical resources through DNS/SSL configuration.
- Provide CLIENT with System Access Information.

TeamDynamix Technical Services shall create one iPaaS instance for CLIENT within its SaaS infrastructure. CLIENT will access the iPaaS solution at <https://us.ipaas.teamdynamix.com>. Furthermore, TeamDynamix will help CLIENT install the iPaaS proxy server if it is necessary to execute scripts, jobs, queries, etc. that reside within CLIENT network.

CLIENT Responsibilities:

- Provide server (virtual or physical) for iPaaS proxy server installation.

TeamDynamix Responsibilities:

- Setup and configure all aspects of the TeamDynamix iPaaS solution in the SaaS infrastructure.
- Provide CLIENT with System Access Information.
- Provide server specifications for iPaaS proxy server.

## Application Configuration

### Solution Workshops

TeamDynamix consultants will provide CLIENT access to the Solution Workshop Course(s). The purpose of the curriculum is to introduce CLIENT to the applications and to transfer knowledge related to each module. TeamDynamix consultants place an emphasis on transferring knowledge to CLIENT resources as a way to best address requirements. Activities covered in the workshop include:

Introduction to TeamDynamix:

- Environment overview
- Maintenance and release schedules
- System Status
- Solutions Client Portal

Administration Foundations:

- Setting up additional Administrators
- TeamDynamix security model
- User groups
- Account/Department values
- Building locations and rooms

Core Integrations:

- Methods of authentication to TeamDynamix
- Email management
- Managing people records
- Microsoft Teams and Slack integration

Client Portal:

- Branding and styling the Client Portal
- Adding headers and footers
- Client Portal pages
- Site-level settings

## Knowledge Management:

- Creating knowledge base articles
- Building categories
- Knowledge-specific security roles
- Article and category visibility settings
- Notification templates

## Service Catalog:

- Defining and configuring services
- Building service categories
- Leveraging Ticket Type values
- Configuring Service templates
- Determining visibility permissions

## Ticketing Essentials:

- Ticket creation
- Application security roles
- Service forms
- Custom attributes
- Status values
- Impact, Urgency, and Priority values
- Source values
- Ticket settings

## Asset Management:

- Asset creation and relationships
- Configuration items
- Product models and types
- Vendor configuration
- Maintenance windows and change freeze periods
- Asset contracts

## Project Management Essentials:

- Project creation and updates
- Issues and Risks tracking
- Project briefcase
- Custom attributes
- Project sections
- Adding resources to projects
- Project plans and templates

# TeamDynamix

## Reporting:

- Out-of-the-box reports
- Building reports with the Report Builder tool
- Scheduling reports
- Adding reports to desktops (i.e. Dashboards)
- Sharing reports and visibility settings

## iPaaS:

- Security models and authentication
- System settings
- Event notifications
- Connector definitions
- Flow configuration and review tools
- Triggers and scheduling options

## CLIENT Responsibilities:

- Fully participate in the Solution Workshops
- Review activities covered within each session topic and complete hands-on activities/lab exercises
- Complete all pre-requisite activities prior to the start of one-on-one consulting sessions with CLIENT's assigned implementation team.

## TeamDynamix Responsibilities:

- Provide access to the Solution Workshop, agenda, and necessary materials.
- Support CLIENT through course activities, addressing questions and issues.
- Following the completion of Solution Workshop activities, assign consultant to CLIENT's implementation project to address specific requirements during configuration sessions.

## **Configuration**

Following the Readiness Course, TeamDynamix consultants shall facilitate configuration sessions to further demonstrate, transfer knowledge, and assist CLIENT System Administrators with implementing the application's capabilities. During configuration sessions, CLIENT and TeamDynamix shall discuss specific requirements and use cases applicable to CLIENT. TeamDynamix shall offer advice on how best to apply the application's feature-set.

## Foundations Configuration:

- Provide guidance to CLIENT on how best to further configure Foundational elements of TeamDynamix (e.g. Accounts/Departments, Security Roles, Locations, etc.) following the Readiness course.

## Core Integrations Configuration:

- Work with CLIENT technical resources to configure Single Sign-on authentication via a SAML 2.0 Identity Provider. CLIENT must supply SAML metadata via a URL or the InCommon Federation so that TeamDynamix can establish a regular metadata synchronization process.
- Work with CLIENT technical resources to configure up to three (3) inbound email monitors. In order to leverage this capability, CLIENT must provide an IMAP-enabled email account that supports OAuth authentication to which the email service can connect. IMAP is not necessary for email processing, but it is used by the TeamDynamix application for mailbox administrative purposes. Instructions and prerequisites shall also be provided by TeamDynamix during the implementation.
- Support CLIENT TeamDynamix System Administrators when building additional email monitors, if applicable.
- Work with CLIENT technical resources to configure the Email Replies monitor and Email Sender settings.
- Coach and support CLIENT technical resources working on user synchronization activities. TeamDynamix has a file import listener utility that can be deployed in the CLIENT environment and will pickup dropped files (e.g. CSV, XLS). TeamDynamix can review and assist with the deployment of this utility if this is the desired approach.

## Client Portal Configuration:

- Provide guidance to CLIENT on how best to layout and design Client Portal.
- Provide sample Client Portal layouts from similar implementations.
- If necessary, support CLIENT web developer assigned to Client Portal design
- Assist with Client Portal configuration and layout

## Knowledge Management Configuration:

- Coach CLIENT on how best to apply knowledge base features based on requirements and then support the configuration effort.
- Support CLIENT during article creation activities. CLIENT is responsible for writing content within articles.
- TeamDynamix may be able to import some article content if provided in a specific format. TeamDynamix shall provide format requirements during implementation. Migrating embedded images and videos from content management system is considered out-of-scope.

## Service Catalog Configuration:

- Coach CLIENT on how best to apply service catalog features based on requirements and then support the configuration effort.
- Support CLIENT during service creation activities. CLIENT is responsible for defining the overall service catalog for the organization and should devote time (prior to implementation) to making service catalog decisions.
- TeamDynamix may be able to import some service catalog content if provided in a specific format. TeamDynamix shall provide format requirements during implementation. Migrating embedded images and videos from content management system is considered out-of-scope.

## Ticketing Configuration:

- Coach CLIENT on how best to apply essential ticketing features based on requirements and support the configuration effort.
- Build up to ten (10) ticket forms and support CLIENT TeamDynamix System Administrators during additional form building exercise. CLIENT must provide field definition and layout.
- Provide best practice advice and support CLIENT when adding and managing custom attributes and cascading values.

## Asset Management Configuration

- Coach CLIENT on how best to apply asset management features based on requirements and support the configuration effort.
- Build up to ten (10) asset forms and support CLIENT TeamDynamix System Administrators during additional form building exercise.
- Assist CLIENT with deploying asset discovery scanner. The asset discovery scanner can be deployed within CLIENT environment to identify devices on the CLIENT's network using a variety of protocols. CLIENT is responsible for providing a Microsoft Windows server on which the scanning software can be installed.

## Project Management Configuration:

- Coach CLIENT on how best to apply project management features based on requirements and support the configuration effort.
- Support CLIENT building project templates, project types, custom attributes, and project surveys.
- Demonstrate how best to use project management features within CLIENT environment.

## Reporting and Dashboards

- Build up to eight (8) TeamDynamix reports or dashboards described in the solution workshop by leveraging TeamDynamix report builder capabilities.
- Custom report development is not in-scope for the implementation.

## iPaaS:

- Further enhance CLIENT knowledge of iPaaS solution by taking the CLIENT through example Flow building scenarios. TeamDynamix shall provide example scenario options that are most relevant to CLIENT based on similar implementations. CLIENT can decide to use example Flows for production, if applicable.
- Create up to three (3) additional production Flows for CLIENT based on use case scenario discussions. CLIENT must provide access to technical resources and subject matter experts with knowledge of systems related to the selected Flows (e.g. Active Directory).
- Work with CLIENT iPaaS System Administrator to enable them to build additional Flows required for production use.

## CLIENT Responsibilities:

- Responsible for primary application configuration with support provided by TeamDynamix consultants.
- Communicate desired state processes and make decisions on configuration options provided by TeamDynamix consultants.
- Fully participate in Flow review sessions and complete learning objectives provided by TeamDynamix.
- Provide access to systems and resources to enable TeamDynamix to build Flows.
- Manage and communicate to 3rd parties involved in Flow scenarios.

## TeamDynamix Responsibilities:

- Coach and guide CLIENT through implementation to ensure the feasibility within the amount of time scoped.
- Assist CLIENT with configuration tasks, when possible, to help maintain implementation momentum.
- Support configuration efforts and assist with importing configuration data, when possible (not all areas of the application support configuration imports). TeamDynamix is not responsible for any data cleansing or manipulation prior to the use of any import tools.
- Build up to three (3) production iPaaS Flows for CLIENT.
- Support CLIENT while working through iPaaS Flow building exercises.

## **Solution Testing**

### CLIENT Responsibilities:

- Create any necessary system test scripts and/or user acceptance test scripts required to meet internal testing requirements.
- Plan and perform system and/or user acceptance testing.
- Coordinate internal resources involved in the testing processes.

### TeamDynamix Responsibilities:

- Provide go-live checklists and support client through configuration testing by responding and working to resolve issues.
- Perform unit testing on any workflow or integration activities developed by TeamDynamix consultants.

## **Solution Training**

TeamDynamix provides training services as part of its implementations to prepare TDNext users for go-live. CLIENT and TeamDynamix will work together to coordinate training for TDNext users. TDNext users training is accomplished via a combination of training sessions, workshops, standard training videos, and knowledge base articles.

### CLIENT Responsibilities:

- Identify resources that shall be the TeamDynamix System Administrators.
- Ensure the availability of the designated System Administrators throughout the course of the implementation.
- Coordinate and communicate TeamDynamix training plan to TDNext users prior to training sessions.
- If TeamDynamix training is performed on-site, CLIENT must provide a training lab with internet-connected computers.
- Communicate business processes that are changing as a result of the implementation. Additionally, create any supplemental documentation to support the changing business processes.

### TeamDynamix Responsibilities:

- Provide Administrative training to individuals (typically 1-3) assigned as TeamDynamix Administrators by CLIENT. Administrative training takes place throughout the implementation, not via a dedicated Administration training course.
- Provide up to 2 live, instructor-led TeamDynamix application training sessions. CLIENT and TeamDynamix will decide on the training agendas during the implementation planning process. CLIENT may record training sessions for internal-use only.
- Provide up to 1 open-house/workshop session (60-90 minutes each) for staff to receive answers to questions about the TeamDynamix application. CLIENT may record open-house/workshop sessions for internal-use only.
- Provide access to standard training support materials available at the time of implementation.

## **Go-Live Support**

TeamDynamix and CLIENT shall collaborate on a go-live strategy during the implementation. Following a 30-day go-live support period, the project will be closed out.

### CLIENT Responsibilities:

- Communicate the go-live strategy to key stakeholders and the user community.
- Determine how work items from legacy applications will be addressed post go-live.
- Provide access to resources and systems to support the go-live.

### TeamDynamix Responsibilities:

- Provide early life support to quickly identify and provide resolution to issues.
- Support CLIENT technical resources and implementation team members when transitioning from legacy product to TeamDynamix applications.

# TeamDynamix

## Out-of-Scope

The following items are considered out-of-scope:

- Advanced Project Portfolio Management

## Cost Summary

Professional Services Fees Related to Implementation	
Cost Items	Year 1
ITSM, PPM, & iPaaS Implementation	\$ 23,320.00
<b>Professional Services Totals:</b>	<b>\$ 23,320.00</b>

## Payment Schedule

Professional Services fees of \$23,320.00 are to be paid to SHI International Corp., TeamDynamix's authorized reseller upon contract execution, due net 45 days in accordance with Florida Statute §218.70 et. seq., the Local Government Prompt Payment Act.

TeamDynamix Solutions LLC

City of Lakeland

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Print\_\_\_\_\_

H. William Mutz

Title\_\_\_\_\_

Title: Mayor

Date\_\_\_\_\_

Date\_\_\_\_\_



Pricing Proposal  
 Quotation #: 22520701  
 Created On: 9/16/2022  
 Valid Until: 10/16/2022

**FL-City of Lakeland**

**Inside Account Executive**

**Phil Lambert**  
 501 E. Lemon St  
 Lakeland, FL 33801  
 United States  
 Phone: 8638346051  
 Fax:  
 Email: phil.lambert@lakelandgov.net

**Thomas Morrow**  
 290 Davidson Ave Somerset, NJ 08873  
 Phone: 732-564-8522  
 Fax: 732-564-8224  
 Email: Thomas\_Morrow@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Universal User TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: - 9/2/2022	100	\$398.00	\$39,800.00
2 iPaaS non-TDX base 5-pack flows TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	\$19,080.00	\$19,080.00
3 Asset Discovery (up to 5,000 assets) TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	\$2,332.00	\$2,332.00
4 Vanity URL TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	\$1,325.00	\$1,325.00
5 ITSM, PPM, & iPaaS Implementation TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	\$23,320.00	\$23,320.00
		<b>Total</b>	<b>\$85,857.00</b>

**Additional Comments**

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



Pricing Proposal  
Quotation #: 22520676  
Created On: 9/16/2022  
Valid Until: 10/16/2022

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## FL-City of Lakeland

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### Phil Lambert

501 E. Lemon St  
Lakeland, FL 33801  
United States  
Phone: 8638346051  
Fax:  
Email: phil.lambert@lakelandgov.net

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## Inside Account Executive

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### Thomas Morrow

290 Davidson Ave Somerset, NJ 08873  
Phone: 732-564-8522  
Fax: 732-564-8224  
Email: Thomas\_Morrow@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Universal User TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note: Year 2</b>	100	\$410.00	\$41,000.00
2 iPaaS non-TDX base 5-pack flows TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note: Year 2</b>	1	\$21,600.00	\$21,600.00
3 Asset Discovery (up to 5,000 assets) TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note: Year 2</b>	1	\$2,402.00	\$2,402.00
4 Vanity URL TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note: Year 2</b>	1	\$1,365.00	\$1,365.00
5 Universal User TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note: year 3</b>	100	\$422.00	\$42,200.00
6 iPaaS non-TDX base 5-pack flows TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note: year 3</b>	1	\$22,248.00	\$22,248.00

7	Asset Discovery (up to 5,000 assets) TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note:</b> year 3	1	\$2,475.00	\$2,475.00
8	Vanity URL TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note:</b> year 3	1	\$1,406.00	\$1,406.00
9	Universal User TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note:</b> year 4	100	\$435.00	\$43,500.00
10	iPaaS non-TDX base 5-pack flows TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note:</b> year 4	1	\$22,916.00	\$22,916.00
11	Asset Discovery (up to 5,000 assets) TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note:</b> year 4	1	\$2,549.00	\$2,549.00
12	Vanity URL TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note:</b> year 4	1	\$1,448.00	\$1,448.00
13	Universal User TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note:</b> year 5	100	\$448.00	\$44,800.00
14	iPaaS non-TDX base 5-pack flows TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note:</b> year 5	1	\$23,603.00	\$23,603.00
15	Asset Discovery (up to 5,000 assets) TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note:</b> year 5	1	\$2,625.00	\$2,625.00
16	Vanity URL TeamDynamix - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note:</b> year 5	1	\$1,492.00	\$1,492.00

Total      \$277,629.00

**Additional Comments**

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Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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