



CAN/AM
TECHNOLOGIES

Exhibit C: Statement of Work

City of Sunnyvale, CA

Teller Implementation Project



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City of Sunnyvale, CA

Overview

This Statement of Work (hereinafter called “SOW”) is issued pursuant to the Teller Software as a Service agreement (the “Agreement”) between the City of Sunnyvale (“Client”) and Can/Am Technologies, Inc. (“CanAm”). This SOW is entered into by and between CanAm and Client and is subject to the terms and conditions specified below.

The City of Sunnyvale is procuring Teller Cashiering / Point of Sale system as part of its Enterprise Resource Planning System Project. CanAm responded to a request by Sierra-Cedar to provide a demo to Client staff and was subsequently selected to provide the Teller software product and related services to the Client.

This will result in the implementation of the Teller application, a web-based system which will manage Point of Sale processes for Client (“Project”).

This Project is to be implemented in two phases. In Phase 1, Teller will be implemented for the Finance department with export to Performance Series but no integrations to other business systems. This implementation has a one-time fixed-price cost of **\$49,610** for professional services. In Phase 2, Teller will be expanded to integrate with Oracle A/R, HDL, and Naviline. The Oracle A/R implementation is dependent on the Sierra-Cedar Oracle Cloud implementation project. Phase 2 total cost is **\$40,640** for professional services, not including optional items to be included upon request from the City. These costs are fixed costs and payable as per the **Deliverables and Pricing** section of this document.

The project schedule will be discussed with the Client project team and fine-tuned during Project Kick-off before a final schedule is established and will be contingent on several factors including Client staff availability and resources.



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Scope of Services

The scope of this Statement of Work will accomplish the following tasks:

Provision of Hosted Software Environments and Licensing

- Provision of the latest generally released version of the Teller cashiering/point-of-sale software
- Provision of 3 hosted Teller non-production environments
- Provision of hosted Teller production environment
- Provision of all licensed Teller production user and interface licenses

Implementation Services

Phase 1

- Project planning, project management and project administration services to execute the Project successfully within the stated timelines and budget
- On-site Project kickoff
- On-site analysis of current Client processes required for the configuration of the Teller system
- Documentation of the Teller Configuration Plan
- Configuration of core Teller product to Client requirements as determined during Analysis meetings, including a transaction export for Performance Series
- Configuration of credit integration to a credit processor of the City's choice that Teller has a pre-existing integration with
- Configuration of transaction export for Performance Series
- Development of ICL integration with Union Bank
- Training preparation and on-site delivery of two training sessions, each for up to eight (8) Client staff:
 - Half-day Teller Usage training
 - Half-day Teller Basic Configuration training
- Remote User Acceptance Testing support
- Remote Go-Live Support

Phase 2

- On-site analysis of interface requirements for Oracle A/R, HDL, and Naviline integration
- Documentation of interface specifications
- Configuration of Oracle A/R integration
- Development of HDL and Naviline integrations
- Training preparation and on-site delivery of training updates based on the addition of new interfaces
- Migrate G/L Account mapping to new Client Chart of Accounts
- On-site support for Go-Live



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Deliverables and Pricing

Pricing for each Teller Services Deliverable has been identified in the table below. Payment for each deliverable will be due upon successful completion of that deliverable as defined by **Acceptance Criteria**. Milestone target payment months will be adjusted once an approved project timeline is completed.

Phase 1

Full implementation of Teller with export to Performance Series, but without integrations with Oracle A/R, Naviline, or HDL. Phase 1 is designed to be a low-risk replacement of the existing cash registers used in Finance and provide the City with an implemented Teller system earlier than the full implementation of Oracle Financials. Can/Am will be on site for the Kickoff, Analysis Workshops, and Training.

Target Month	Deliverable	Description	Acceptance Criteria	Price
1	Kickoff Meeting and Analysis Workshops	Teller Kickoff meeting and on-site workshops to analyze current City cashiering practices and gather requirements for Teller configuration. At least two (2) weeks prior to kickoff and on-site workshops, Can/Am to provide agenda, recommended City attendees and pre-work to be completed by City staff.	Can/Am has completed on-site meetings and provided meeting minutes.	\$9,280
2	Teller Configuration Plan	The Teller Configuration Plan documents decisions resulting from the analysis workshops, including business process workflows from Teller to Union Bank, Oracle and interfaced systems. Although the Oracle interface will not be implemented in this Phase, Can/Am will collaborate with Sierra-Cedar to ensure that the Teller design supports standard use of Oracle Fusion including Cash Management bank reconciliation and A/R.	Can/Am has delivered the Teller Configuration Plan documents to the City and the City has provided acceptance upon review of the provided materials.	\$5,520
3	Configuration and Setup	Setup of 3 non-Production Teller Cloud tenants. Configuration of Teller system based on gathered requirements. Development and configuration of credit integration to Elavon.	Can/Am has demonstrated configured system to City.	\$11,040
3	Performance Series Export Configuration	Configuration / Development of Performance Series accounting export.	Can/Am has provided a demonstration of the working Teller export.	\$3,450



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3	Union Bank ICL Configuration	Configuration / Development of Image Cash Letter interface to Union Bank. Client to provide API specifications for Union Bank ICL interface, an introduction to the Bank contact that we will work with for testing. Client will participate in meetings with the Bank to facilitate testing.	Can/Am has provided a demonstration of the working Teller interface functionality.	\$4,140
4	Training	Training preparation, on-site delivery of two training sessions by Can/Am trainer and an assistant: <ol style="list-style-type: none">1. At least two (2) weeks prior to training, Can/Am to provide agenda, recommended City attendees and pre-work to be completed by City staff2. Half-day Teller Usage training3. Half-day Teller Basic Configuration training4. Provide training materials for use in future end-user training by City	Can/Am has completed on-site training and delivered training materials.	\$12,040
4	User Acceptance Testing	Remotely support Client User Acceptance Testing of the delivered Teller configuration. <ol style="list-style-type: none">1. Can/Am to collaborate on development of test scenarios with the City which provide a full inventory of processes to be tested and the scripts that will test the scenarios for UAT.2. City to conduct staging of User Acceptance Testing with remote support by Can/Am against Test City Systems.	UAT has been successfully completed by Client and any High or Critical priority issues have been resolved to Client satisfaction.	\$2,760
4	Go Live Support	Setup of Production Teller Cloud tenant. Remote go-live support by a dedicated Teller technician during the first two days of Teller operation in Production.	Teller is utilized in Production by Client for two days with all in-scope functions operational and any High or Critical priority issues resolved in Production to Client satisfaction.	\$1,380
Total Services Cost:				\$49,610



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Phase 2

In Phase 2, the Oracle, Naviline, and HDL interfaces will be implemented. Can/Am will be on site for Interface Design, Training, and Go-Live support and will coordinate the implementation schedule with the Oracle ERP implementation.

Target Month	Deliverable	Description	Acceptance Criteria	Price
1	Interface Design Workshops	On-site meetings with Client to collaborate on the design and implementation of interfaces to HDL and Naviline. On-site discussion with Client and Sierra-Cedar to finalize configuration of the Oracle Fusion interface. At least two (2) weeks prior to kickoff and on-site workshops, Can/Am to provide agenda, recommended City attendees and pre-work to be completed by City staff.	Can/Am has completed on-site meetings and provided meeting minutes.	\$7,424
1	Configuration	Configuration of Teller system based on gathered requirements involving any additional items or locations for the expansion of Teller for Phase 2. Configuration of new Chart of Accounts.	Can/Am has demonstrated configured system to City.	\$1,856
2	Interface Technical Specifications	Prepare technical specifications including data mappings and flow for HDL, and Naviline. Includes process workflow diagram showing flow from intake through to reconciliation, taking into account cash that may not go through Teller.	Can/Am has delivered the Teller Interface Technical Specification documents to the City and the City has provided acceptance upon review of the provided materials.	\$2,760
3	HDL Interface Development	Development of batch interface to HDL. Client to provide API specifications for HDL interface, a Test environment for Can/Am and Client testing, and connectivity to HDL to query outstanding amounts due.	Can/Am has provided a demonstration of the working Teller interface functionality in a Test environment.	\$6,210
3	Naviline Interface Development	Development of batch interface to Naviline. Client to provide API specifications for Naviline interface, a Test environment for Can/Am and Client testing, and connectivity to Naviline to query outstanding amounts due.	Can/Am has provided a demonstration of the working Teller interface functionality in a Test environment.	\$6,210



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4	System Integration Testing	<p>Collaborative development of test scenarios with the City which provide a full inventory of processes to be tested and the scripts that will test the scenarios and on-site staging of integration testing against Test City Systems.</p> <p>Client to participate with Can/Am in making Test data available, verifying the data that Teller queries from each system, running a batch import of payments, and verifying the successful posting of imported payments.</p> <p>Intended to align with Oracle ERP System Integration Testing.</p>	Can/Am has completed System Integration testing, demonstrating working interfaces and end-to-end cashiering processes against Test City systems to City.	\$2,760
5	Training	<p>Updates to training material to incorporate interfaces.</p> <p>Training preparation, provision of updated training materials, and two days of on-site services by Can/Am technician to include training, setup support, and collaborative preparation for UAT.</p> <p>Training:</p> <ol style="list-style-type: none"> 1. At least two (2) weeks prior to training, Can/Am to provide agenda, recommended City attendees and pre-work to be completed by City staff 2. Teller Usage training on integrated payments, to include cashier user interaction changes as well as balancing and reconciliation functions 3. Teller Administration training on managing batch interfaces 4. Provide updated training materials for use in future end-user training by City 	Can/Am has completed on-site training and provided updated training materials.	\$6,020
6	User Acceptance Testing	<ol style="list-style-type: none"> 1. Can/Am to collaborate on development of test scenarios with the City which provide a full inventory of processes to be tested and the scripts that will test the scenarios for UAT. 2. City to conduct staging of User Acceptance Testing with remote support by Can/Am against Test City Systems. 	Can/Am has completed on-site training and UAT has been successfully completed.	\$2,760
6	Go Live Support	On-site go-live support by a Teller technician.	Can/Am has completed on-site go-live support.	\$4,640
Total Services Cost:				\$40,640



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Optional Items

Item	Description	Price
Custom Report	Analysis, design, and development of moderate complexity custom report. Configuration of report in Client environment. Moderate Complexity is a report similar in field count and layout elements to the Teller Report of Collections or the Teller Close Out Report.	\$3,450
Total for 5 Custom Reports		\$17,250

Pricing Terms

- All quoted pricing is in US dollars and exclusive of any applicable taxes.
- All deliverables will be invoiced Net 30 days upon of the acceptance of the deliverable by the Client.



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Assumptions

- All deliverables are provided on a Fixed Price basis.
- The travel and accommodation costs necessary to deliver the scope of this effort described in this document are included in the specified pricing. Additional travel made at the Client's request or due to expanded project scope will be an additional cost.
- First year of SaaS Fees will be billed upon contract signing per the Teller Software as a Service Agreement
- Client staff will be available when required. Delays caused by lack of access may impact cost and schedule.
- Image Cash Letter integration is based on an interface to Union Bank.
- Client and/or Sierra-Cedar will provide remote access to the interfaced business system infrastructure for real-time interface components as required by CanAm that may include workstations, web sites, and databases.
- No data conversion of cashiering data is anticipated in this project or included in the scope.
- Usage training is on a "train the trainer" basis, designed to enable the Client's key users to train existing and future staff on Teller.
- Statement of Work is based on the assumption of a single Teller implementation cycle.
- Client will provide all Hardware necessary for the services proposed in this document.
- The Can/Am Project Manager will coordinate the project with the Client, in conjunction with the Sierra-Cedar project team implementing the Oracle Cloud applications implementation project.
- Credit integration will be configured with a credit processing vendor that Teller has a pre-existing integration with.
- Interfaces to the peripheral hardware listed in **Hardware** are included at no additional cost.

Client Responsibilities

- Provide current cashiering process documentation, including copies of any forms or receipts used.
- Provide mandatory cash management controls required.
- Provide list of items for sale with applicable price & account strings.
- Identify and provide subject matter experts to collaborate with CanAm.
- Attend analysis, demonstration, and training sessions.
- Create user acceptance testing scenarios and plans with assistance from CanAm.
- Provide training to end users prior to go live.
- Acquire and set up all POS peripheral hardware.
- For all business application interfaces, obtain and provide the Teller implementation team with all API specifications and a dev/test environment suitable for development of the interfaces. Where a test environment is not available, Client will provide a technical resource that will provide sample input data and validation of all output batch files.



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Project Approach

Coordination with Sierra-Cedar

Can/Am Technologies assumes that the City will contract directly with Sierra-Cedar for all Oracle Cloud implementation related services. The delivery of Teller services will be coordinated with the Sierra-Cedar project manager, as many of the same Client staff will be needed for the Teller implementation and the Oracle Cloud implementations project.

Deliverable Acceptance

Upon completion of a deliverable in accordance with the Deliverable Acceptance Criteria, documented above, CanAm will request formal acceptance of the deliverable from the Client Project Manager.

The process of deliverable acceptance allows the project teams and other project stakeholders to confidently move the project forward knowing that key deliverables have been completed to the satisfaction of both parties.

In the event that the Client Executive Project Sponsor does not sign off on a deliverable following a Deliverable Acceptance Request from CanAm, Client agrees it will deliver to CanAm a comprehensive and specific list of reasons for the withholding of deliverable acceptance. The list will be delivered within eight (8) business days. CanAm will work to resolve the issues holding up acceptance. Client agrees not to unreasonably withhold deliverable acceptance. No additional costs shall accrue to Client for any reasonably withheld acceptance.

Scope Management

Scope Management is a joint responsibility of the CanAm Project Manager and the Client Project Manager. The project team naturally plays a significant role in the management of scope and ultimately the success of the project.

The change control process is initiated when CanAm and/or Client determine that a change is required to the current **scope** or **schedule** baseline at the time the change is identified. Changes to the project scope, schedule and costs will be documented and agreed to using Change Request forms executed by the Client Project Manager and the CanAm Project Manager.



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Warranty

1. CanAm represents and warrants that:
 - a. it will perform the Services in a professional and workmanlike manner. This includes taking in good faith all reasonable measures to achieve the results described in the Statement of Work;
 - b. the Deliverables created by CanAm in connection with this Agreement will conform to the Specifications;
 - c. it will not unreasonably delay deliverables beyond the estimated completion months set forth above, and it will immediately inform Client of any delays;
 - d. it has the full power and authority to enter into this Agreement, to carry out the obligations under this Agreement and to grant to Client the rights granted hereunder.
2. Unless otherwise directed by Client, CanAm will commence the Services at the time specified in the Statement of Work or as otherwise agreed by the Parties. Unless otherwise specified by Client, the Services will continue without interruption, and the Services will be completed and the Deliverables will be provided within the time specified. Notwithstanding the foregoing, Client acknowledges that CanAm's performance of this Agreement is dependent in part on Client's actions and that any dates or time periods relevant to the performance of this Agreement by CanAm will be appropriately extended to account for any delays caused by Client's actions or omissions or failure to perform any of its obligations pursuant to this Agreement. Furthermore, if such failure remains uncorrected after the receipt by Client of a notice with respect to any such failure, CanAm may charge Client all reasonable costs and charges sustained or incurred by CanAm (at CanAm's then current hourly rates) for additional time and materials expended by CanAm as a result of any delay(s) associated with such failure.
3. CanAm warrants the Services provided under this Agreement for a period of sixty (60) days from final acceptance of Services by Client.
4. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CANAM DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABLE QUALITY, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR TRADE USAGE.



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Optional Hardware

Check Scanners are required if the City desires to capture check images as part of taking payments, for ICL remote deposit and research purposes.

Electronic Cash Drawers are only required if it is important that Teller manage the opening and logging of cash drawer access.

For integration with Elavon, Verifone VX805 devices must be purchased through Can/Am.

Item	Model	Unit price	Quantity	Extended Price
Receipt Printer	Epson TM-T88VI POS Receipt Printer	\$389	5	\$1,945
Check Scanner	Digital Check CheXpress CX30	\$406	5	\$2,030
Cash Drawer	APG Series 4000 Electronic Cash Drawer with Multi-Pro interface cable.	\$280	5	\$1,400
Credit/Debit Device	Verifone VX805 Ethernet configured for Elavon (TranCloud interface) PCI 3 certified per https://www.pcisecuritystandards.org/popups/pts_device.php?appnum=4-10106	\$364	5	\$1,820
Barcode Scanner	Honeywell Barcode Scanner - USB with Stand	\$227	5	\$1,135
Total				\$8,330



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Acceptance of Agreement

This Agreement, as part of the contract, comprises the entire and sole Statement of Work between Can/Am Technologies, Inc. and the Client for the delivery of the project. No other understandings or agreements, verbal or otherwise, exist for the delivery of the project. Can/Am Technologies, Inc. and Client agree not to change this Agreement except by written agreement.

