

**chevin** SMART FLEET MANAGEMENT



# FleetWave SaaS Transition Statement of Work

Lexington Fayette County Government

John Davis | VP, Strategic Services Engagement | 7<sup>th</sup> November 2024

V2



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# 1. Distribution & review history

## 1.1. Change record

Date	Version	Editor	Change reference
6 <sup>th</sup> August 2024	1	John Davis, VP Strategic Services	Document Creation
7 <sup>th</sup> November 2024	2	John Davis, VP Strategic Services	Multiple updates based on meetings and email documentation

## 1.2. Reviewers

Name	Company	Position
Gary Thompson	Chevin Fleet Solutions	CEO
Dave Hendrickson	Chevin Fleet Solutions	PS Director US



## 2. Document purpose

This Statement of Work (SOW) outlines the scope of services required for Chevin Fleet Solutions "Chevin" to provide software implementation services to Lexington Fayette County Government (hereinafter referred to as "Client"). Chevin will perform in accordance with this SOW.

When mutually executed for implementation, this SOW becomes contractually binding on Chevin and the Client under the terms and conditions of the Master Subscription Agreement (MSA).

Upon acceptance by both Chevin and Client, any changes or modifications to the SOW will be subject to Change Control with all changes agreed with Client in writing and documented in line with the Change Management Plan (which will be established during the planning phase).

Any change requests generated against this SOW will be subject to the same terms & conditions outlined in this SOW, unless explicitly superseded in writing on the change request quotation document.

This SOW is independent of any license agreements.



### 3. Executive summary

This document outlines the role of Chevin Fleet Solutions in providing consultancy services in the delivery of FleetWave (fleet management software). The provision of these resources is to satisfy the estimated scope of work in line with client requirements (see '[The Works](#)' section) and is provided on a Time & Materials basis. The below costs are estimated. The estimates are based upon Chevin's knowledge at the time of producing the Statement of Work and on Chevin's experience of conducting similar work in the past. Estimated hours are for budgeting purposes only and not directly related to timelines for delivery.

The estimates are provided in good faith. Chevin will notify the Client immediately if a change of scope from this estimate is identified and any variance will be subject to change control. The Chevin Project Manager will work closely with the Client's Project Manager to manage scheduled deliverables and monitor planned vs. actual work.

#### 3.1. Proposed resources

Chevin will assign the following resources to the project:

- Project Manager
- Business Consultant
- Implementation Consultant

#### 3.2. Total investment estimate

##### One-Off Professional Services

Phase	Estimated Days	Estimated Cost
Phase 1 – Migration to Chevin Azure hosting.	7.50	\$15,300.00
Phase 2 – SaaS features, Training, and Vehicle Service Event functionality.	9.00	\$18,300.00
Phase 3 – Additional enhancements and customizations.	21.75	\$45,300.00
<b>TOTAL</b>	<b>38.25</b>	<b>\$78,900.00</b>

#### 3.3. Payment schedule

Professional Services to be invoiced monthly based on Time & Materials actuals in hours and fractions thereof as the project progresses. Invoices will be generated with a single line item for 'Professional



Services' hours used in the billing period (month in arrears). A timecard report with hours per resource is provided as part of the weekly status report.

## 4. The Works

This section provides details on the deliverables that are covered by this SOW and the resources that will be provided to deliver them. For completeness, any items which are specifically out of scope are called out for total clarity.

### 4.1. Scope and deliverables

Chevin have reviewed the Client's requirements in determining the scope of this SOW, which has been identified as below. This scope is based on Chevin's understanding of activity carried out during the procurement phase (e.g., system demos, RFP's, conversations, etc.) and represents our interpretation of this activity. This section supersedes any prior documentation, and the client should therefore pay particular attention to ensuring that this accurately reflects requirements and expectations. Estimated hours are for budgeting purposes only and not directly related to timelines for delivery. All development and configuration work will be provided in the current version of FleetWave software and will require updating to the latest version as part of this project.



**SMART FLEET MANAGEMENT**

Phase 1		Estimated days			
Requirement	Notes & Assumptions	Config.	Dev	BC	Total
<b>Migrate to Chevin Azure Hosting</b>	<p><b>Lexington Fayette County Government will:</b></p> <p>Provide a copy of the Production database, Code, and Pictures folder to Chevin to restore in the Azure environment.</p> <p>Provide validation of the successful transfer to the Chevin hosted environment.</p> <p><b>Chevin will:</b></p> <p>Create an SFTP site for Lexington Fayette County Government and provide credentials.</p> <p>Restore the Production database, Code, and Pictures folder provided to the Chevin Azure environment.</p> <p>Provide Lexington Fayette County Government with the hosted URL to validate in the Chevin hosted environment.</p> <p>Once validated, a production cutover date will be scheduled.</p> <p>The Lexington Fayette County Government will provide updated copies of the database and Pictures folder.</p> <p>Chevin will restore the updated copies and confirm the site is ready for Production use.</p> <p>There are two file-based ftp transfer integrations that will need to be repointed to the Chevin hosted sftp server:</p> <ul style="list-style-type: none"> <li>• Riley fuel imports.</li> <li>• Speedway fuel imports.</li> </ul> <p>The estimate provided is based on a two-week UAT period. Extending UAT will require a separate Change Control from Chevin estimating the additional cost based on anticipated duration and resources required.</p> <p>There are no reports, processes, custom Forms, or integrations required other than those referenced in this Statement of Work.</p>	6.00	-	-	6.00
<b>Sub-Total Phase 1</b>		6.00	-	-	6.00
<b>Project Management</b>		-	-	-	1.50
<b>Total Phase 1</b>					7.50





**SMART FLEET MANAGEMENT**

Phase 2		Estimated days			
		Config.	Dev	BC	Total
<b>Phase 2</b>	Phase 2 will commence once Phase 1 has completed and the end stage report for Phase 1 is signed off.	-	-	-	-
<b>SaaS Transition</b>	<p>Chevin will:</p> <p>Update the Production environment (v2.137) to the current version of FleetWave code to facilitate transition to SaaS licensing. The update to the current code version will be arranged at a mutually convenient time.</p> <p>All functionality, automation, screen design, and column orders, and other attributes will remain unchanged.</p> <p>There are no reports, processes, custom forms, or integrations required other than those referenced in this Statement of Work.</p>	1.00	-	-	1.00
<b>Migrate Vehicle Service data to Vehicle Service Events module</b>	Chevin will extract vehicle service data currently stored on the Vehicles table and import to the Vehicle Service Events Module. Service-related fields on the Vehicles screen will be removed and an embedded view of Vehicle Service Events will be added.	2.00	-	-	2.00
<b>Configure standard FleetWave email functionality and Service Events email</b>	Chevin will configure a single simple email notification to the Driver of the vehicle tbd days in advance of the scheduled due date of scheduled services or inspections based on data recorded in the Vehicle Service Events Tool.	0.50	-	-	0.50
<b>Implement Fleetwave Driver and SmartForms</b>	Implement FleetWave Driver and SmartForms with standard configuration and translations.	0.50	-	-	0.50



Requirement	Notes & Assumptions	Estimated days			
		Config.	Dev	BC	Total
<b>Implement FleetWave Technician Application</b>	Chevin will: <ul style="list-style-type: none"> <li>• Implement the FleetWave Technician Application with standard configuration.</li> <li>• Demonstrate where to change translations (if desired), how to link user accounts to fitters/mechanics, and how to change from "parts Request" functionality to parts issued to work orders directly by fitters/mechanics.</li> <li>• Provide access to Zendesk help and training articles for FleetWave Technician Application.</li> </ul>	0.50	-	-	0.50
<b>Business Consultation and Configuration</b>	Two non-consecutive days of Business Consultation and minor configuration to be to be drawn down as needed and mutually convenient.	1.00	-	1.00	2.00
<b>Provide standard FleetWave and SaaS Application training</b>	Chevin will provide one day session of remote System Administrator/Train the Trainer and SaaS Application training. Access to Chevin Zendesk help and Support articles will be demonstrated and can be accessed by authorized users. The training agenda related to FleetWave operation and administration will be agreed between Chevin and Lexington in advance of the training session.	-	-	1.00	1.00
<b>Sub-Total Phase 2</b>		5.50	-	2.00	7.50
<b>Project Management</b>		-	-	-	1.50
<b>Total Phase 2</b>					9.00



**SMART FLEET MANAGEMENT**

Phase 3		Estimated days			
		Config.	Dev	BC	Total
Phase 3	Phase 3 will commence once Phase 2 has completed and the end stage report for Phase 2 is signed off.	-	-	-	-
VIN decoder	Chevin will document the requirements related to a two-way API data exchange using basic authentication (username & password) for up to 25 fields to create and update data, and ability to add a parameter to restrict records to those changed or created since last pull (based on automatic event or manual page save). The estimation provided for this item is based on experience delivering two-way API integrations and is subject to change once discussions have taken place, requirements are clarified, and a specification document has been written and agreed to.	2.00	5.00	2.00	9.00
Recall alerts	Defect functionality (see below)	-	-	-	-
Vehicle deficiency reporting, sorting, and prioritizing	Chevin will activate the Defects table as a left menu selection and modify screen design and column order allowing users to capture Date, Vehicle, Driver Name, Severity, Notes, and up to five additional fields and columns regarding Recall Alerts if required. All data will be manually entered.	0.50	-	0.50	1.00
Returned repair feature	Chevin will configure FleetWave to alert users when a job card has been created with the same reason code and date within interval set in job reasons.	0.50	-	-	0.50
Is there a way to determine if more than one user is on the same work order at the same time (e.g. a part is being added while someone is adding their labor)?	Chevin will copy the "Currently Active Technicians" KPI as-is from the Demo site that shows Technician, Start Date, Start Time, Duration, Activity/Job, Description, and Location.	0.25	-	-	0.25



**SMART FLEET MANAGEMENT**

Phase 3		Estimated days			
Requirement	Notes & Assumptions	Config.	Dev	BC	Total
<b>Complete separation of Fleet and Fire's inventory systems ensuring part number autonomy</b>	Chevin will work with Lexington to document and implement hierarchy controls in FleetWave to prevent inventory from one department from being seen or accessed by the other.	1.00	-	1.00	2.00
<b>Customized Screen Design</b>	Chevin will provide consultation and configuration assistance to Lexington regarding standard tools available for customizing screen design to enable unique views for different user groups.	2.00	-	1.00	3.00
<b>System Generated Email Notifications</b>	Chevin will consult with Lexington on the setup and configuration of system generated emails. Estimated time is for consultation and training on configuring system generated email notifications.	1.00	-	1.00	2.00
<b>Sub-Total Phase 3</b>		7.25	5.00	5.50	17.75
<b>Project Management</b>		-	-	-	4.00
<b>Total Phase 3</b>					21.75

This SOW covers the estimated professional service hours to configure the licensed program(s) to deliver the above functionality based on information provided to date.



The detail on the above requirements will be documented during the design phase in Functional and Technical specifications as required/appropriate (see deliverables phase for an indication of which specifications apply to this SOW). These documents will require sign off by the client and will form our collective agreement on the projects definition of done.

#### 4.1.2. Other project artefacts

##### Project management artifacts

- Appropriate artefacts to be determined by the Professional Services Team.

## 4.2. Out of scope

Anything not addressed in this SOW is out-of-scope and not included in these services. Either party may submit a Change Request to the other party in accordance with the Change Management Plan (established during the plan phase of the project).

Specifically, out of scope is:

- Any work not explicitly defined in [section 4.1](#). 'Scope and Deliverables'
- Production of any documentation not listed in the 'In Scope' section of this document (or in other documents referenced from it).
- Configuration of the licensed program(s) over and above what is specified in the in-scope section above.
- FTP/sFTP site provision. For interfaces, it will be the customer's responsibility to provide these sites. For sharing of files during the project, Chevin will set up a shared directory on SharePoint.
- Migration of images, pictures, or other attachments unless specifically addressed in the System Deliverables section of the Statement of Work.

## 4.3. Testing new code version prior to a production release

### Responsibilities

Chevin adopts industry best practice when releasing new versions of code with responsibilities for both Chevin and the customer during each release. Before taking a code release to your production site, it is important to understand the actions required and who is responsible for them to help ensure a successful outcome with minimal impact to your business operations. The details below apply to releases of all our products.

### Out of the box functionality

To document test scripts appropriately and to support the build of automation testing, Chevin will complete out of the box configuration testing on all new code versions. We will only make new code versions available when we have confirmed the out of the box functionality has been verified as working as expected.



## Customizations

- Bespoke functionality added to a customer's site by Chevin will be tested against the agreed use/test case by Chevin during the project. However, due to the customizable nature of our software (which allows unique configuration by Chevin and/or the customer), it is not possible for the scope of Chevin's testing prior to a production code release, to include customizations that have been implemented on a customer's unique instance. Therefore, it is vitally important that all customizations are tested by the customer. We recommend the following:
- For all business processes, document the user's interaction with the system in the form of test cases. Chevin can provide a template and sample test case to assist with this.
- Test cases should cover both the 'business as usual' workflows and any alternative outcomes that are possible.
- Prior to carrying out the code release to your production environment, we will ask you to confirm that you have completed testing of customized functionality.
- If you would like Chevin to assist with test case production and execution, this can be provided by the Professional Services team. Please get in touch with us if you would like a quote for any additional support.

## 4.4. Resources & responsibilities - Chevin

This section outlines the resources (roles) that Chevin may assign to the project and the specific activities that each will carry out to produce the deliverables of this SOW. Only those roles required for delivery of the project will be assigned.

Chevin will provide a:

- **Project Manager** to:
  - Conduct the kick-off meeting with the client, obtaining information required to produce the project artefacts listed in the objectives/scope section of this SOW.
  - Manage the project according to Chevin's Project methodology.
  - Document the specific details of how *this* project will be managed utilizing Chevin's standard set of project artefacts and obtain agreement and sign off from the client.
  - Present status of the schedule to the client on a weekly basis (or as agreed in the Communications Management Plan).
  - Arrange any calls, meetings etc. that are required to keep the project on track and facilitate where required.
  - Secure Chevin resources to the project according to the project timetable.
  - Review and approve (or challenge) the time spent by Chevin staff on the project, ensuring accurate timesheets are maintained.
  - Act as primary contact for the Chevin project team.
  - Actively monitor risks and issues and report these to the client as they occur.
  - Carry out escalations as required, in line with the Communications Management Plan.
  - Manage the project budget in terms of internal costs to Chevin as well as costs to the client, notifying relevant parties of any changes in line with the Change Management Plan.
  - Maintain an accurate Project Schedule in Microsoft Project and share this with stakeholders in the form of high-level milestones on a weekly basis.



- Develop necessary change documents for client approval.
- **Business Consultant to:**
  - Be responsible for leading application configuration workshops to elicit requirement details to enable the configuration of Chevin's software products according to Chevin identified best practice.
  - Produce design documentation if required for items outlined in the deliverables section.
  - Facilitate knowledge transfer to the Client Project Team.
  - Work with client's business users and project team to identify and document configuration and technical requirements.
  - Provide FleetWave application expert advice and guidance.
  - Provide business best practice advice and guidance.
  
- **Implementation Consultant to:**
  - Review proposed solutions at the design phase and identify areas for simplification and reuse of existing functionality.
  - Provide estimates on implementation work as required.
  - Configure systems from Functional and Technical Specifications, using WYSIWYG editors and knowledge of SQL, HTML and JavaScript.
  - Carry out unit testing against Functional and Technical specifications.
  - Lead sprint demos to show the Client how the system build is progressing.
  - Ensure that all systems are delivered with a clean, maintainable, and easy to understand configuration.
  - Provide significant in-depth knowledge and experience on Chevin's range of products and platforms.

#### 4.5. Resources & responsibilities - Client

This section outlines the responsibilities of the client in aiding Chevin in the provision of the deliverables of this SOW:

The **CLIENT** will:

- Own the project and assign a **Project Manager** to:
  - Manage the project.
  - Act as primary project contact for the Chevin project team.
  - Work with the Chevin Project Manager to ensure that a 'united front' between both organizations is presented to interested parties both internal and external to the project.
  - Manage Client stakeholder engagement.
  - Be responsible for communicating overall project status and any scope, schedule, or budget changes to the relevant Client stakeholders.
  - Submit changes to Executive Sponsor for approval and signature as per the Change Management Plan.
  - Participate in requirements gathering sessions to ensure scope is correctly set according to the contract.
  - Actively manage the scope of the project throughout the full life cycle.



- Coordinate timely provision of relevant purchase orders and on time payment of any invoices.
- Fulfil other roles as needed to achieve successful project implementation.
- Ensure that relevant **End users/SMEs** are available to the project to:
  - Attend design workshops and elaborate contractual requirements to allow Chevin Business Consultant to produce relevant design phase documents, via:
  - Providing current business process knowledge and experience.
  - Defining and agreeing future business processes in collaboration with Chevin.
  - Providing sign off on any specifications for deliverables which they have been identified as the owner of.
  - Produce training/help material and conduct Client training sessions.
- Work with the Chevin consultants to obtain FleetWave knowledge and expertise during the knowledge transfer process.
- Test the system, providing ultimate sign off/acceptance for deliverables that they have been identified as the owner of.
- Provide **Executive sponsorship** to:
  - Drive the vision and objectives for the engagement.
  - Be present at executive steering committees.
  - Take appropriate action in the event of an escalation.
- Provide other **Relevant resources as needed** to carry out the following activities:
  - Develop test plans.
  - Extract, and cleanse data from existing systems and otherwise prepare this for import into Chevin's system.
  - Facilitate Client infrastructure set up and install of Chevin's systems on that infrastructure, on self-hosted installations.
  - Develop a training plan.
  - Develop training materials.
  - Train end users.
  - Act as super users to provide first line support once the system is transitioned into support mode, after the project has been completed and closed.
- Sign this statement in work with sufficient lead time to start the project according to the agreed timeline.
- Provide sign-off to indicate acceptance of the completion of each project phase and approval for the project to proceed to the next phase.

## 5. Timing

### 5.1. Start date

- Upon confirmation from the Client to proceed and if required the receipt of an accompanying Purchase Order or equivalent authorization, a provisional start date will be agreed in writing.





- Chevin will confirm the start date and appointed resources upon signature of the Master Subscription Agreement, this Statement of Work, and the acceptance of a sales invoice for the first payment.
- Any start date provided *in advance of the above conditions being met* should be treated as purely indicative on the date that it was given and subject to any degree of change thereafter.

## **5.2. Term**

- This Statement of Work will expire when the Client has signed an End Stage report for the 'Close' phase of the project or thirty days after delivery if there are no outstanding issues.

## **5.3. Validity**

- This statement of work is valid 30 days from the date of issue.

## **5.4. Post go live Hyper-Care period**

- The project team will support the project a two-week period after the go live date, after which point the project will be handed over to the support team.
- Once the hyper-care period is over, no new issues will be accepted by the project team as these will be raised directly with Support.
- The project team will continue to own any defects reported during the hyper-care period until they are resolved.



## 6. Costs

The below costs are estimated and represent the estimations for work to be completed by Chevin. If there are development, configuration, licensing, or other cost from a referenced supplier these should be determined between the client and that supplier. The estimates are based upon Chevin’s knowledge at the time of producing the Statement of Work and on Chevin’s experience of conducting similar work in the past. Estimated hours are for budgeting purposes only and not directly related to timelines for delivery. The estimates are provided in good faith.

Chevin will notify the Client immediately if a change of scope from this estimate is identified and any variance will be subject to change control. The Chevin Project Manager will work closely with the Client’s Project Manager to manage scheduled deliverables and monitor planned vs. actual work.

### Phase 1

Description	Days	Rate	Total estimated cost
Implementation	6.00	\$2,000.00	\$12,000.00
Project Management	1.50	\$2,200.00	\$3,300.00
<b>Total Professional Services</b>	<b>7.50</b>		<b>\$15,300.00</b>

### Phase 2

Description	Days	Rate	Total estimated cost
Implementation	5.50	\$2,000.00	\$11,000.00
Business Consultation	2.00	\$2,000.00	\$4,000.00
Project Management	1.50	\$2,200.00	\$3,300.00
<b>Total Professional Services</b>	<b>9.00</b>		<b>\$18,300.00</b>

### Phase 3

Description	Days	Rate	Total estimated cost
Implementation	7.25	\$2,000.00	\$14,500.00
Business Consultation	5.50	\$2,000.00	\$11,000.00
Development	5.00	\$2,200.00	\$11,000.00
Project Management	4.00	\$2,200.00	\$8,800.00
<b>Total Professional Services</b>	<b>21.75</b>		<b>\$45,300.00</b>



## 7. Known risks and assumptions

### 7.1. Risks

- Unexpected changes to the scope set out in this SOW.
- Client is unable to provide sufficient resources to fulfil the responsibilities set out elsewhere in this document.
- Ineffective or incomplete stakeholder management may result in difficulties in rolling out the new software and ensuring its adoption by end users.
- Lack of the correct level of executive sponsorship for the project.

### 7.2. Assumptions

- It is assumed that licenses for the software will be procured by The Client, outside of the scope of this SOW.
- Where functionality is described as 'standard' in '[The Works](#)' section, this functionality will satisfy the Client's expressed requirements. Chevin has assessed the Client's requirements in detail and based on the information provided in these requirements, we believe this is a reasonable assumption. Any functionality which is not available 'out of the box' has been called out specifically in '[The Works](#).' The Client is encouraged to do due diligence to ensure out of the box functionality does indeed meet their requirements.
- The Client will be able to work with Chevin's software development and delivery processes unless an exception has been explicitly agreed to in this SOW. Any working practices which require Chevin to move away from their standard process may either be not possible, or subject to the additional charges under the change management process.
  - This includes the use of Chevin's instance of their chosen software tools (e.g., Jira) over the client's own instances.
- If relevant, it is assumed that any integrations which are being provided (and specifically referred to in '[The Works](#)' section of this document) as out of the box functionality will be compatible with existing functionality. E.G., the file format provided by a third-party supplier will be the same as the format that Chevin's systems have been designed to consume.
- Accuracy of estimates. Assumptions have been made about the effort level required to deliver against the high-level requirements provided during the procurement process. These requirements and the level of effort required to deliver against them are provided in the in-scope section. Once we begin delivery, the requirements will naturally be elaborated and during this process, the level of effort required may differ to the estimate. In this scenario, Chevin will make the client aware via the Change Request process.



## 8. Client obligations

The below section provides further rules of engagement for the Client, over and above the responsibilities listed in the '[Resources and responsibilities](#)' section.

### 8.1. Client materials

- The Client agrees to provide accurate and complete documentation, data, diagrams, process maps and other relevant documentation upon request.

### 8.2. Reasonable notice

- The Client will give at least 2 working days' notice for in-person meetings.
- Unless there are exceptional circumstances such as illness, travel disruption, emergency or parental leave, a minimum of 24 hours' notice is required for cancellations to previously scheduled in-person meetings where attendees have had to travel for more than 1 hour.

### 8.3. Chargeable expenses

- The Client will reimburse Chevin in full for reasonable expenses incurred in performing the Works.
- Expenses incurred are subject to the Chevin expenses policy, available on request.
- The Client will reimburse Chevin in full for Visa, security clearance and background check fees where they have been specifically requested to perform the Works.
- Approved expenses will be included on a separate monthly invoice with an accompanying report detailing the breakdown of expenses.
- Chevin agrees to provide supporting documentation such as receipts and invoices for reasonable expenses on request.

### 8.4. Meetings and workshops

- No more than 12 hours of workshops may be scheduled for a single week, to allow for preparation, thinking time and other obligations for representatives of either party.
- Where meetings have been mutually agreed, SMEs will make every effort to attend on time.
- Whilst Chevin acknowledges that more urgent matters may arise throughout the course of the project, the Client stakeholders will prioritize project meetings or reschedule with the appropriate level of reasonable notice.
- Both parties agree to devote time and attention to the meetings in attendance.
- Each workshop will have no more than 10 representatives from the Client, to ensure maximum productivity.
- Unless otherwise agreed, meetings and workshops may be scheduled to start no earlier than 10am, to allow for parental obligations, travel disruption and delays as a result of compliance with health and safety obligations.



## 8.5. Harassment, Bullying and Discrimination

- Both Chevin and the Client's representatives agree to operate in line with the Client's and Chevin's Harassment & Bullying and Equality policies. These are available on request.
- Both Chevin and the Client agree to investigate allegations of harassment, bullying and discriminatory behaviour where there are complaints under the Client's and Chevin's Harassment and Bullying, and Equality policies.
- Both Chevin and the Client agree to take appropriate action in response to the outcome of an investigation, which may include, and is not limited to, removing stakeholders from the project, or acting under its Disciplinary procedure.

## 9. Consultant company obligations

This section details additional obligations on Chevin, over and above those listed in the '[Resources and responsibilities](#)' section.

### 9.1. Mandatory Training and Background Checks

- Chevin agrees to conduct reasonable background checks if requested by the Client, such background checks to be defined by the Client.
- Chevin agrees to apply for security clearance if requested by the Client, the levels to be defined by the Client.

### 9.2. Consistency of Resources

- Where possible, Chevin will endeavor to retain a consistent team on the project. However, due to external factors, this will not always be possible.
- Chevin will notify the Client at the earliest opportunity where changes to the team are necessary and unavoidable.
- Where resources must be changed, Chevin will ensure that an adequate handover is completed.

### 9.3. Use of Subcontractors

- Subcontractors will be engaged at the discretion of Chevin, when such an arrangement is mutually beneficial for the Client, Chevin, and the project as a whole.
- Chevin is committed to paying subcontractors on time to prevent risk to the engagement, subject to the prompt payment of invoices issued for the Works.



## 10. Project onboarding

### 10.1. Agreed Systems/Tools

The below systems/tools must be used to allow Chevin to follow their delivery process. Further details will be agreed in the Communications Management Plan produced collaboratively during the plan phase.

Tool	Owner	Purpose
Jira	Chevin	Task management
Case Complete	Chevin	Requirement's management/use case authoring
Requirements.cc	Chevin	Online portal for specification feedback and approval
Microsoft Project	Chevin	Project Planning

## 11. Payment schedule

To be invoiced monthly on Time & Materials actuals in hours and fractions thereof as the project progresses. Invoices will be generated with a single line item for 'Professional Services' hours used in the billing period (month in arrears). A timecard report with hours per resource is provided as part of the weekly status report.

### 11.1. Commercial Standard Terms and Conditions

- All prices shown net i.e., exclude Sales Tax.
- Terms of this quotation are based upon current Master Subscription Agreement.
- Professional Services in this proposal are offered on a **Time & Materials** basis.
- This proposal **excludes** any expenses not specifically referenced in [section 4.1](#).
- Professional Services payment Terms are monthly in arrears of delivered consultancy.
- This proposal is valid for 30 days.
- Cancellations or deferments of Professional Services made 11 to 15 working days in advance of the planned project or assignment start date will be subject to a charge of 50% of the estimated services, and cancellations or deferments made 10 working days or less in advance of the planned project or assignment start date will be subject to a charge of 100% of the estimated services. Chevin will use reasonable endeavours to redeploy the Professional Services personnel affected and will only charge the fee if it is unable to redeploy such personnel on other chargeable work.



## 11.2. Unsocial Hours and Weekends

The above rates apply to standard weekday work between 09:00 and 17:00. Below is the table of charge multiples for unsocial hours including weekends and public holidays. Any charges as referenced below will be agreed in advance and in writing.

	Mon – Fri	Saturday	Sunday & Public Holidays
9am to 5pm	–	x1.5	x2
5pm to midnight	x1.5	x2	x2.5
Midnight to 9am	X2	x2.5	x2.5



# Approvals

IN WITNESS WHEREOF, the parties have executed this Statement of Work on the date or dates indicated below to be effective in accordance with this SOW. All costs are estimated. The estimates are based upon Chevin’s knowledge at the time of producing the Statement of Work and on Chevin’s experience of conducting similar work in the past. Estimated hours are for budgeting purposes only and not directly related to timelines for delivery. The estimates are provided in good faith. Chevin will notify the Client immediately if a change of scope from this estimate is identified and any variance will be subject to change control. The Chevin Project Manager will work closely with the Client’s Project Manager to manage scheduled deliverables and monitor planned vs. actual work.

### Chevin

Signed by:  
*Dave Hendrickson*  
88E922D52CC442E...

By: \_\_\_\_\_  
Name: Dave Hendrickson  
Title: PS Director  
Date: 1/21/2025

### Client

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

### Chevin CEO

DocuSigned by:  
*[Signature]*  
592A70BEBEC2243F...

By: \_\_\_\_\_  
Name: Gary Thompson  
Title: CEO  
Date: 1/21/2025






# Approvals

IN WITNESS WHEREOF, the parties have executed this Statement of Work on the date or dates indicated below to be effective in accordance with this SOW. All costs are estimated. The estimates are based upon Chevin’s knowledge at the time of producing the Statement of Work and on Chevin’s experience of conducting similar work in the past. Estimated hours are for budgeting purposes only and not directly related to timelines for delivery. The estimates are provided in good faith. Chevin will notify the Client immediately if a change of scope from this estimate is identified and any variance will be subject to change control. The Chevin Project Manager will work closely with the Client’s Project Manager to manage scheduled deliverables and monitor planned vs. actual work.

### Chevin

Signed by:  
  
88E922D52CC442E...  
By: \_\_\_\_\_  
Name: Dave Hendrickson  
Title: PS Director  
Date: 1/21/2025

### Client

By:   
Name: Linda Gorton  
Title: Mayer  
Date: 1/24/2025  
Purchase Order: \_\_\_\_\_

### Chevin CEO

DocuSigned by:  
  
592A70BEBC2243F...  
By: \_\_\_\_\_  
Name: Gary Thompson  
Title: CEO  
Date: 1/21/2025



## 12. Appendices

### 12.1. Project costs including travel and expense

Out of Pocket travel and expenses incurred by the Chevin Project Team will be re-charged to the Client at cost.

Time and Materials Estimate. Unless this Statement of Work expressly states that it is a fixed-price Statement of Work, this is time-and-materials Statement of Work, and any amounts described are solely good-faith estimates for Client's budgeting and Chevin's resource-scheduling purposes and are not a guarantee that the work will be completed for such amounts; the actual amounts may be higher or lower. Chevin will provide accumulated hours upon request. It is the responsibility of the client to track budget and communicate both internally and with Chevin as required to support the project.

Unless otherwise stated in this SOW, fees (including Expenses) associated with this statement of work will be billed monthly on a time and material basis, with terms of Net 30 days.

Scope of Work. Any scope of work described in this Statement of Work covers requirements documented during a scoping process conducted by the parties and is limited to the deliverables specified in this Statement of Work. Such scope does not cover conversations or product demonstrations that took place outside of this formal scoping process. Any requests by that are outside the scope specified in this Statement of Work will be subject to the parties' signature of a change order.

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

Time Management. Both Chevin and Client realize that Chevin's time spent in connection with this Statement of Work will incur fees, and Client and Chevin will therefore endeavor to manage the use of each other's time in a reasonable and effective manner.

Delays. Any delays in the performance of consulting services or delivery of deliverables caused by Client may result in additional charges for resource time. Chevin may terminate this Statement of Work upon 15 days written notice to Client if such delay renders Chevin unable to perform the consulting services for a period of more than 30 days.



## 12.2. Definitions / acronyms

The following acronyms are used throughout this Statement of Work:

- 'Client' is the customer Chevin is engaging
- 'SOW' is the Statement of Work
- 'UAT' is User Acceptance Testing

### **Definitions**

Terms used in this document shall have following meanings:

Acceptance of Deliverable is written notification from Client to Chevin, signed by the responsible Client Program Manager, indicating that the Deliverable has been evaluated and satisfies the Acceptance Criteria of each Deliverable.

Deliverables are any materials procured or prepared by consultant or services provided by Consultant to Client.

'CHEVIN' means the CHEVIN FLEET SOLUTIONS company described in the 'CHEVIN Contracting Entity, Notices, Governing Law, and Venue' section below.



### 12.3. Contracting entity, notices, governing law, and venue

The CHEVIN entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled.

If customer is domiciled in:	CHEVIN entity entering this Agreement:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
The United States of America, Canada, Mexico or in a country in Central or South America or the Caribbean	Chevin Fleet Solutions LLC. Delaware Corporation	Chevin Fleet Solutions LLC 881 Main Street PO Box 2203 Fitchburg, MA 01420	Delaware & controlling United States federal law	Delaware, USA
Australia or New Zealand	Chevin Fleet Solutions Pty Ltd	Unit 55, 117 Old Pittwater Road Brookvale NSW 2100 Australia	Queensland, Australia	Queensland, Australia
Belgium, Netherlands, or Luxembourg	Chevin Fleet Solutions BVBA	Elisabethlaan, 2 B-2600 Berchem België	Belgian Law	Brussels, Belgium
France	Sarl France	27 Avenue Du Savoy 74400 Chamonix-Mont Blanc France	France	Lyon, France
The United Kingdom, or a country not listed above	Chevin Computer Systems Limited, trading as Chevin Fleet Solutions	The Old School House Chapel Street Belper Derbyshire DE56 1AR	English Law	London, England

#### 13.3.1. Manner of giving notice

Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

#### 13.3.2. Agreement to Governing Law and Jurisdiction

Each party agrees to the applicable governing law above without regard to choose or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.



# SMART FLEET MANAGEMENT

Address	Chevin Fleet Solutions LLC 881 Main Street PO Box 2203 Fitchburg MA 01420	Created Date	1/17/2025
		Expiration Date	1/31/2025
		Quote Number	00001721

Prepared By: Heather Irving  
 Email: heather.irving@chevinfleet.com

Bill To Name: Lexington Fayette County Government  
 Bill To: 669 Byrd Thurman Drive  
 Lexington, Kentucky 40510  
 United States

Product	Quantity	Sales Price	Length of Contract (Months)	Total Monthly Amount	Total Annual Amount
FW Advanced SaaS: VPB 0-500	500.00	USD 3.75	41	USD 1,875.00	USD 22,500.00
FW Advanced SaaS: VPB 501-2000	1,494.00	USD 2.75	41	USD 4,108.50	USD 49,302.00
FW Ancillary Equipment/Assets SaaS: VPB	1,290.00	USD 0.50	41	USD 645.00	USD 7,740.00

Contract Start Date	2/1/2025
Contract End Date	6/30/2028
Length of Contract - Months	41

**Annual amount payable:**  
 Annual Price: USD 79,542.00

Prices Quoted are valid only through the expiration date. Implementation costs are not included. Prices shown do not include any taxes that may apply; any taxes will be shown on invoices. This Sales Order Form is non-cancellable before the Contract Expiration Date above, and fees paid are non-refundable, except as specified in the Master Subscription Agreement ([MSA](#))

SaaS license subscription grant the customer rights to access and use the Chevin hosted products and services referenced above, along with applicable support. Payment terms for SaaS licence subscriptions quoted on this order form are annually in advance.

First year invoice will be issued on the 1st of the month following contract signature. This will also act as the start date for SaaS consumption.

Unless Customer has a written and signed agreement with Chevin, the services described herein are subject to the Chevin Master Subscription Agreement which is found at <https://www.chevinfleet.com/chevin-master-subscription-agreement/>, which is incorporated to this order form in its entirety by reference. Customer shall be deemed to agree to be bound by these terms and conditions upon use of the subscribed products described herein. Any and all terms and conditions in any Customer provided documentation are expressly rejected, and such terms shall be deemed to be for Customer's reference only, and no delivery of services by Chevin shall be deemed an agreement to any Customer terms.



# SMART FLEET MANAGEMENT

### Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select: (Customer to complete)

Yes

No

If yes, please complete the following:

PO Number:

PO Amount:

### Chevin Fleet Solutions

DocuSigned by:

592A70BEBEC2243F

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

Gary Thompson

Print Name: \_\_\_\_\_

CEO

Title: \_\_\_\_\_

1/21/2025

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

### Client

By: Linda Gorton

Print Name: Linda Gorton

Title: Mayor

Date: 1/24/2025

Unless Customer has a written and signed agreement with Chevin, the services described herein are subject to the Chevin Master Subscription Agreement which is found at <https://www.chevinfleet.com/chevin-master-subscription-agreement/>, which is incorporated to this order form in its entirety by reference. Customer shall be deemed to agree to be bound by these terms and conditions upon use of the subscribed products described herein. Any and all terms and conditions in any Customer provided documentation are expressly rejected, and such terms shall be deemed to be for Customer's reference only, and no delivery of services by Chevin shall be deemed an agreement to any Customer terms.