**DEPARTMENT GUIDELINE FOR STATEMENT OF WORK DEVELOPMENT**

*Please answer the following sections to the best of your ability and if needed contact your Buyer for assistance.*

1. **Title and Description of the Scope of Services**

[Department: Provide an overview and background of services needed and to be rendered. Please attach the Suppliers proposal if applicable.]

1. **Term of SOW**

Start Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, End Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

1. **Key Tasks and Activities, Deliverables and Completion Timeframe**

**Supplier Obligations:**

**Phase 1:** [General Description]

1. Activities: [Specific details using action verbs like “create”, “develop”, “test”, “analyse”, “evaluate”, etc.]

* Does this involve the use of University, Campus or Department name or trademarks?
* Will the services be Work made for hire (IP owned by UC) or Work not made for hire (Supplier owns IP) i.e. written works, editing, software, website design, logo design, artwork, film, or photography.
* Will the services involve software, license or subscriptions fees, imbedded software?
* Will the services involve maintenance, warranty, support, or training?
* Will the services involve website development; Accessibility, process payments on line?
* Does this require a professional license/Errors &Omission insurance i.e. Professional Liability?
* Per BFB-BUS 34, Will this involve a consultant where the University doesn’t control either the result of the service or the manner of performance?
* Per BFB-BUS 34, Will this involve a contractor where the University has the right to control only the result of the service not the manner of performance?
* Will these services involve maintenance, improvements to UC buildings or land needing prevailing wages?
* Will the services involve supplemental or temporary staffing, PPACA?
* Will the services be performed on the UC campus, medical centers or LBNL and not contain public works or sponsored funds, Fair Wage / Fair Work?

1. Deliverables:[List each discrete tangible work product that is considered a critical end result from the Supplier; deliverables are nouns, not verbs. List out all products and associated delivery dates.]
2. Completion Date and/or Milestones: [Specific dates or timeframes are best; can be stated as “Week 1”, “Week 2”, etc. Dates should apply to individual Deliverables, tasks, and milestones.]
3. Special supplies or equipment to be used:

* Is this a restricted commodity?
* Equipment Manufacturer details, provide a copy of the quote with the SOW.
* Does the equipment qualify for CA partial tax exemption?
* Will this involve equipment maintenance service (on site or remote), warranty, support, training, and installation, insurance, upgrades?
* Equipment title; UC, Federal, State, Loaner, or other.
* Equipment Lease / License agreement terms
* Inventorial Equipment or a trade in (equip off our books)
* Logistics: inbound, outbound, international customs clearance, special receiving needs (forklift, dock, lift gate)

1. Reporting Requirements: Supplier agrees to provide the following key reports and any other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to such Term at no additional cost to UC. [Identify any key reports that should be produced by Supplier (deliver to info.) or critical reporting events against the timeline or milestones.]
2. Recording Devices: [If recording devices will be allowed, add the following: Supplier will use recording devices in discussions with UC employees only when UC and the employees so authorize; this authorization must be in writing. If applicable, Supplier's use of recording devices in such discussion is proposed as follows:]
3. Program Requirements: [List out any Supplier requirements to perform the services]
4. Acceptance Criteria and Testing:[Provide details of the Acceptance Criteria and testing which each Deliverable or Milestone must meet to be accepted especially if specifics aren’t defined and any additional financial or other considerations resulting from acceptance testing.]
5. UC Obligations: [Include as appropriate language such as: UC will provide UC Staff resources, reporting, access to systems, working space, equipment, furniture, utilities, and services, as follows:]
6. Place(s) of Performance: [Use this section if appropriate to outline where work will be performed. Check with A/P regarding withholding tax / out of state services or international Suppliers.]
7. Fees: [Identify any progress or milestone Payments for items above or delete l and use Section 8 for payment structure.]

**Repeat Phase sections if needed.**

**Additional phases not yet finalized:**

[Buyer to identify work OF ALL PHASES. DESCRIBE THE WORK OF EACH PHASE AS SPECIFICALLY AS PRESENTLY POSSIBLE with ABILITY OF UC TO ELECT TO PROCEED WITH EACH PHASE AFTER PHASE ONE. Have the Supplier quote the hourly rate, time and materials, or fixed price THAT WILL BE CHARGED for future phases with AND INCLUDE A fee cap. Create a line on the PO as a placeholder for additional phases with the amount of THE FEE CAP. If A PHASE IS ELECTED, then Buyer should amend Agreement / SOW and revise the original PO attaching the amendment to capture the ELECTED PHASE. If there is not enough information at time of contracting to determine the scope of future phases, advise customer that different entities must be retained for the different phases and discuss whether some entities should be excluded from consideration for the work of earlier phases so that they will be available to be retained for later phases.

If multi-phase implementation of a project is contemplated, but the customer does not need any advice about how to implement from the vendor, specific in the scope of work for each phase that the entity "is not being retained to provide advisory services of any nature and is instructed to refrain from offering unsolicited opinions or advice during the implementation of the Agreement."]

1. **Provisions:** [Dept. / Supplier confirm data types: protected health information, personal identifiable information, research health information, FERPA, access to systems, confidential, who owns IP, other data, prevailing wage, temporary/supplemental staffing (PPACA), UC Fair Wage, UC marks, capital equipment purchases, does the equipment qualify for CA partial tax exemption for research. Include language in Agreement as appropriate.]
2. Example
3. Example
4. **Assumptions:** The following item are not included within the scope of services to be performed under this SOW: [Delete if not needed, list any UC dependencies that must be fulfilled in order for Supplier to perform the Services]
5. Example
6. Example
7. **Service Level Agreement**
8. [Any critical SLAs should be stated here.]

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier does not take corrective action within fifteen (15) days following UC written notification, UC reserves the right to terminate the Agreement immediately.

1. **Key Personnel [Conflict of Interest declaration will be needed for individuals working on the project, COI guidelines -** [**COI guidelines and form**](http://supplychain.berkeley.edu/campus/how-purchase/procurement-forms)**.]**

**Supplier’s Account Manager**: listed below and subject to UC approval, and hasoverall responsibility for managing the UC/Supplier relationship:

Name:

Phone:

Email:

Address:

**Supplier’s Project Team** [Repeat as necessary]:

Name:

Phone:

Email:

Address:

**Subcontractors**: authorized to render Services under this SOW [Names should be listed only if Agreement permits use of subcontractors]:

Subcontractor’s Supplier Information:

Name:

Phone:

Email:

Address:

Services the Subcontractor will perform: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**UC’S Project Manager (Technical Contact):** responsible for acceptance/rejection of project results/deliverables/ release of payment of invoices:

Name:

Phone:

Email:

Address:

1. **Pricing, Compensation and Payment Terms** [Select either one or more from the choices below (a, b or c) per the agreement structure]
2. “Fixed Price Services” and deliverables to be rendered under this SOW, are described in this section as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. “Time and Materials Services” and deliverables to be rendered under this SOW, are described in this section as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The rates applicable to each person who will render Time and Materials Services are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Name and title of person rendering services | Rate per hour/day | Estimated number of days | **Extended cost of fees** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

1. Payment Schedule:[Complete the following Milestone matrix to establish any phases and/or any deliverable dates. Add additional rows if needed.]

|  |  |  |
| --- | --- | --- |
| Milestone | Expected completion date | **Fees** |
|  |  |  |
|  |  |  |
|  |  |  |

1. Estimated reimbursable expenses: $00.00 [All travel must conform to UC Terms and Conditions of Purchase, rev 7/7/2016, Article 3. Requires Department approval before incurred, original receipts required, list out any travel, lodging, meals, per diem, etc.]
2. Total Fees: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Reimbursable Expenses $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Total costs not to exceed: $**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The Statement of Work needs to be approved by both the Department and Supplier.**