

ATTACHMENT A TO AGREEMENT # _____ STATEMENT OF WORK

Recitals

This Statement of Work # __ (“SOW”) is issued pursuant to Agreement # _____ dated _____, 20__ between UC and Supplier (“Agreement”).

1. Description of the Scope of Goods and/or Services

2. Term of SOW

This SOW will begin on _____, 20__ (“Effective Date”) and continue through _____, 20__. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

3. Key Tasks and Activities, Deliverables and Completion Timeframe

Key Tasks and Activities:

Deliverables

Completion Deadlines or Milestones

OR USE TABLE:

Supplier Obligations				
Task		Activities	Deliverables	Completion Date or Timeframe
1	[General description]	[Specific details using action verbs like “create”, “develop”, “test”, “analyze”, “evaluate”, etc.]	[List each discrete tangible work product that is considered a critical end result from the Supplier; deliverables are nouns, not verbs]	[Specific dates are best; can be stated as “Week 1”, “Week 2”, etc.]
2				
3				
Additional as needed		Include: Identify all phases. If additional phases will not be known until first phase work begins, be sure to specify hourly rate and a not to exceed price for this work.		

4. UC Obligations

5. Place(s) of Performance

Check all that apply:

- On UC's location/affiliate or leased space: _____
- Supplier's place of business
- Other: _____

6. Key Personnel

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name			
Phone			
Email			
Address			

Subcontractors authorized to provide Goods and/or Services under this SOW:

Name of Subcontractor	Goods and/or Services the Subcontractor will provide

Supplier's Account Management Team is:

Name			
Phone			
Email			
Address			

UC'S Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

Name			
Phone			
Email			
Address			

7. Reporting Requirements

Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

8. Service Level Agreement

During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide the following minimum service standards:

- Normal delivery -next business day
- Rush delivery -within 4 hours
- Pick up returns -within 2 business days
- Request for reports -within 5 business days
- Order fill rate -98%
- Delivery accuracy -98%

Delivery, on-time	-98%
Invoice/billing accuracy	-98%
Customer service satisfaction	-98%

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 UC reserves the right to terminate the agreement pursuant to UC's Terms and Conditions of Purchase.

During the Term of the Agreement, and any extension(s) of the Term, Supplier's performance will be measured against the following Key Performance Indicators and associated criteria (KPIs):

- a) List of KPIs
- b) KPIs shall be subject to periodic review by UC.
- c) Supplier shall provide performance reports to UC on a monthly basis in a format agreed upon between the parties.
- d) UC reserves the right to adjust, introduce new, or remove KPIs throughout the Term, however any significant changes to KPIs shall be agreed upon between UC and Supplier.

9. Pricing and Invoicing Schedule

- a) "Fixed Price Services" to be rendered under this SOW, including deliverables to be provided as part of Fixed Price Services, are described in this section as:
- b) "Time and Materials Services" to be rendered under this SOW, including deliverables to be provided as part of Time and Materials Services:
- c) 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 No. of Days	Extended Cost of Fees
Estimated Maximum Expenses (if any):			n/a
Estimated Maximum Cost:			

- d) All invoices must clearly indicate the following information:
 - California sales tax as a separate line item;
 - Freight costs as a separate line item;
 - UC Purchase Order or Release Number;
 - Description, quantity, catalog number and manufacturer number of the item ordered;
 - Net cost of each item;
 - Any applicable discount;
 - Reference to original order number for all credit invoices issued;
 - Purchasing card information, if applicable

Supplier will submit invoices directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

UC will normally pay invoices within thirty (30) days of satisfactory product delivery or receipt of correct invoice.

f) Patronage Incentive. During the Term of the Agreement, and any extension(s) to the Term, Supplier agrees to provide UC a quarterly patronage incentive in the amount equal to ____ percent (_%) of the total Goods and/or Services provided (“Patronage Incentive”). The amount of quarterly Patronage Incentive provided to each UC Location will be calculated based on the total quarterly sales to each UC Location. This Patronage Incentive will be used by UC to provide support in the implementation, administration, and management of the successful bidder(s) program in order to maximize the UC participation and/or other purposes at UC discretion. Each participating UC Location will have the right to modify proposal pricing for the individual UC Location up to __ percent (_%) in the event UC Location(s) decide not to implement a Patronage Incentive program. The Patronage Incentive will be issued to The Regents of the University of California and mailed to each UC Location participating in the incentive program, at the addresses provided by UC.

Earned Incentive. During the Term of the Agreement, and any extension(s) to the Term, Supplier agrees to provide Earned Incentives to UC, which will be calculated as follows. UC’s eligibility to benefit from Earned Incentives on a system-wide and/or Location by Location basis will be reviewed annually, prior to _____ of each contract year and Supplier may change the basis for calculating the Earned Incentives in succeeding contract years with UC’s agreement. Earned Incentives will be provided in the form of an additional discount as follows:

Transaction payment via EFT/ACH	- ____%
Average dollar amount per line (\$45 and more)	- ____%
On-line orders:	- ____%
Prompt payment discount:	
20 days	- ____%
15 days	- ____%
10 days	- ____%
5 days	- ____%
Volume rebate (UC aggregate annual spend over \$___m)	- ____%

10. Invoice Processing Instructions

Invoices to the UC shall be submitted to the following individual or office: _____

11. Program Requirements

Order Packaging and Labeling. Supplier agrees that each UC order will be individually wrapped and labeled with the following information:

- Purchase Order number;
- Product description, quantity and catalog number of the product ordered and an open 30-character field for internal identification e.g., UC storehouse catalog numbers and/or internal customer order numbers;
- and
- Other information, as may be requested by ordering UC Location.

Packaging slips will be attached to the outside of the package such that it can be inspected by UC at the requesting department and/or receiving dock.

Receiving Locations. Supplier agrees to provide desktop and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC.

Standard Delivery Requirements. Supplier will deliver Monday through Friday, excluding UC- and Supplier-observed holidays. Supplier provide UC with a schedule on or before September 1 of the following calendar year showing holidays and other planned shutdowns (such as the annual inventory) that would impact Supplier’s ability to deliver the Goods and/or Services. Supplier agrees to deliver all UC orders received by 3:30pm Pacific Time the next business day as follows:

Campus direct (desktop delivery) - by 3:30 pm Pacific Time

Storehouse (drop ship delivery) - by 10:00 am Pacific Time

Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone, e-mail, or facsimile. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.

Rush Delivery Requirements. Supplier agrees to deliver UC emergency orders within four (4) hours after receipt of order at no additional charge to UC. Rush delivery orders for same day delivery must be requested by UC prior to 1:00 pm Pacific Time. Supplier cannot guarantee, but agrees to use good faith efforts to provide same day delivery for rush orders UC places after 1:00 pm Pacific Time.

Returns. Supplier agrees to accept Goods returned by UC if in resalable condition and if made within thirty (30) days of original shipment. Supplier must pick up returns from the ordering department location within two business days. Services under \$20.00 do not need to be physically returned to Supplier.

Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be credited at cost. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

Out of Stock Items. If there is an out-of-stock situation of any ordered inventoried item(s), the out-of-stock item will be added to the back-order file and will be delivered to UC when the item is in stock without a further order being submitted.

Surveys. Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. The content of these surveys will be approved by UC. UC will be responsible for the tabulation of these surveys.

12. Acceptance Criteria and Testing

13. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any.

If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

14. No Mandatory Use

Because there is no mandatory use requirement at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

15. Additional Terms

This Statement of Work is signed below by the parties' duly authorized representatives.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

[SUPPLIER NAME]

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)