**ATTACHMENT A TO PURCHASING AGREEMENT #\_\_\_\_\_\_**

**STATEMENT OF WORK**

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

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

provide the best value in both cost and performance in maintaining the service of all kitchen refrigeration/freezer units for UCDH Food and Nutrition Department. UCDH does not provide an Internal preventative service maintenance and repair on any refrigeration units and/or freezers for Food and Nutrition Equipment

1. **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.

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Supplier Obligations** | | | | | |
| **Task** | | **Activities** | **Deliverables** | **Completion Date or Timeframe** |
| **1** | Repair equipment and provide preventive maintenance | Technicians scheduled to repair equipment and provide preventive maintenance of all kitchen refrigeration/freezer with minimal “down time” whenever preventable. Including but not limited to all refrigeration / freezer components to evaluate life expectancy. |  |  |
| **2** | Warranty | Provide a 45 to 90 day warranty on repaired equipment |  |  |
| **3** | Commuication | Consult FNS management prior to completing repairs where repair cost and replacement cost warrant replacement rather than repair |  |  |
| 4 | Replacements | If equipment warrants to be replaced after an appropriate assessment, vendor provides alternatives recommendations that follow current California refrigerant regulations. |  |  |
| **5** | Quarterly Reviews | Quarterly review of the preventive maintenance checklist summary signed by the technician after completion |  |  |

1. **UC Obligations**

UC will provide access to working space, equipment, furniture, utilities, and UCDMC department contacts as needed

1. **Place(s) of Performance**

All service requests and invoiced work to site and reference equipment identification tag of refrigeration unit/freezer within the following spaces: Pavilion Café, Kitchen Production Basement, Med Ed,ACC, 48X, and future new locations.

1. **Key Personnel**

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

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | Name |  | | Phone |  | | Email |  | | Address |  | |  |  | |

Supplier’s Account Management Team is:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | **Name** |  | | | | **Phone** |  |  |  | | **Email** |  | | | | **Address** |  | | | |  |  | | | |
| |  |  |  |  | | --- | --- | --- | --- | | **Name** |  | | | | **Phone** |  |  |  | | **Email** |  | | | | **Address** |  | | | |  |  | | | |
| |  |  |  |  | | --- | --- | --- | --- | | **Name** |  | | | | **Phone** |  |  |  | | **Email** |  | | | | **Address** |  | | | |  |  | | | |
| |  |  |  |  | | --- | --- | --- | --- | | **Name** |  | | | | **Phone** |  |  |  | | **Email** |  | | | | **Address** |  | | | |  |  | | | |

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

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | Name | Norman Tellez | | Phone | 916-734-0632 | | Email | nortellez@health.ucdavis.edu | | Address | 2315 Stockton Blvd, Suite OP124  Sacramento, CA 95817 | |  |  | |

1. **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.

1. **Service Level Agreement**

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

Rush delivery - next business day

Pick up returns -within 2 business days

Request for reports -within 5 business days

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 within fourteen (14) days following UC written notification, UC reserves the right to terminate the Agreement immediately.

1. **Pricing, Invoicing Method, and Settlement Method and Terms**

Pricing is addressed below. The Invoicing Method, and Settlement Method and Terms are addressed in the applicable Agreement. As regards Invoicing Method, and Settlement Method and Terms, the terms of the applicable Agreement will take precedence over any conflicting terms in this Statement of Work.

1. “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:
2. “Time and Materials Services” to be rendered under this SOW, including deliverables to be provided as part of Time and Materials Services:
3. 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** | **UC MRC** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Estimated Maximum Expenses (if any): | | | **n/a** |  |
| Estimated Maximum Cost: | | |  |  |

1. **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. 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. 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. 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.

1. **No Mandatory Use**

Because there is no mandatory use policy 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.

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

**THE REGENTS OF THE [SUPPLIER NAME]**

**UNIVERSITY OF CALIFORNIA**

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(Signature) (Signature)

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(Printed Name, Title) (Printed Name, Title)

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(Date) (Date)