



SCOPE OF SERVICES/WORK GUIDELINES

Definitions:

Agreement or Contract: A written agreement or other formal instrument where there is mutual agreement to terms that bind the District to any legal obligation. Contracts include, but are not limited to: service agreements, cooperative agreements, grant agreements, easements, licenses, leases, interagency contracts and purchase orders.

Contract Originator: the individual initiating and negotiating a contract. Typically, this individual may be responsible to manage/oversee the contractor's obligation to meet contract requirements.

Contract Requestor: The individual who drafts the contract, requests and obtains District review (Risk, Legal, Financial, etc.), approval, and signature. Individual may also be responsible to oversee the contract lifecycle and track financials.

Contractor: An entity or individual that has a Contract to provide Goods or Services to the District. Also referred to as an Independent Contractor.

Contracting Party/Parties: Parties that have entered into a contract with each other. The District and the Contractor/Independent Contractor are the two contracting parties.

District Authorized Signatory: The Chancellor, Executive Vice Chancellor, Chief Financial Officer and Director of General Services have been designated as the District officers authorized to sign contracts on behalf of the District.

District Contract Review Team: A team comprised of such members as the Executive Vice Chancellor, Director of General Services, the contract administrator, and as needed, cross-functional members such as: subject matter experts, information technology, risk management, legal, and financial analysts. The size and the members of the team are dependent on the nature and complexity of the procurement and contract.

Scope of Services or Scope of Work (SOW): A detailed, written description of the conceptual requirements contained within the specifications of a bid or request for proposals; the Scope of Services or SOW is part of a contract.

Service(s): The furnishing of labor, time, and effort by a Contractor, including for a construction project, which may involve to a lesser degree, the delivery or supply of products.

Guidelines:

The Scope of Services or Scope of Work is a description of the services that the Contractor will be providing and the specific deliverables required to achieve the District's desired result. A vague or inadequate Scope of Work can be a major cause of disputes, claims and counter-claims between Contracting Parties. Without a clear Scope of Work, the District's expectations may not be met or the Contractor may be faced with demands for more services than the Contractor intended to perform. **The services should not start until the contract is signed.**

It is the Contract Originator's responsibility to ensure that a clear and complete Scope of Work is negotiated prior to the signing of the agreement. This gives each Contracting Party an opportunity to clarify ambiguities or correct misunderstandings before any services have been initiated. The Contract Requester should work with the Contract Originator, and their supervisor, to draft the agreement using the completed Scope of Work.

The Scope of Work should be clear, concise, accurate and complete. Please consider that while the following questions may not apply to all types of services/contracts, they are often present in a detailed SOW and should be considered when reviewing any SOW for completeness:

- **Timeline (Term of Contract, Dates of Service)**
 - When should it be done? What are the needed contract start and end dates?
 - During what dates and times will the work be completed?
 - What are the specific due dates of each task? What happens if the Contractor misses a due date?

- **Description of Services to be Performed/Work Product to be Delivered**
 - What needs to be done? What is the purpose of the work?
 - What is the overall goal?

- **Duties and Responsibilities (Tasks to be Completed)**
 - Who will do what? What are the roles and responsibilities of each party?
 - What tasks should be completed along the way (milestones)?
 - What needs to be done to accomplish each task?
 - Does the Contractor need to check-in with the District or attend meetings?
 - How should the Contractor check-in? Via email? Via phone? In-person?
 - What is the District's responsibilities? (Define what the District is providing. For example, access and/or data to the Contractor)
 - Will the Contractor's or District's equipment be used?

- **Deliverables, Performance Milestones & Proof of Completion**
 - What is the Contractor providing to the District and how will it be provided?
 - When will each deliverable be provided?
 - Who will own the work product resulting from the service provided? (The general rule is that the District owns the work, including any resulting copyright)
 - What happens if the Contractor does not provide them?
 - Are there any qualitative or quantitative outcomes that the Contractor should be providing?

- **Main Point of Contact**
 - Who will be the Contractor's main point of contact?
 - Who will be the District's main point of contact? (It should be the person who will oversee the work and be responsible to review and approve contractor's invoices for payment)

- **Contract Amount and Terms of Payment**
 - What is the total cost of the services? (Refer to Purchasing Guidelines for required documentation, usually in the form of multiple quotes, showing that the price to be paid is fair and reasonable. Please be aware that any price exceeding the current annual bid threshold may require competitive bidding.)

- Is there compensation amount(s) tied to each task (or percentage of work)?
- What is the payment schedule? For example: monthly in arrears (after that portion of the work has been completed) based on the number of hours worked, payment upon receipt of deliverables, payment upon achieving certain milestones, etc. Pre-payment is generally not allowed. Remember that the payment process cannot be started until the agreement has been signed by both parties (District and Contractor).

➤ **Other Considerations:**

- If this project is funded by a grant and/or federal funds, verify the following:
 - Are the services/costs allowed by the grant?
 - Determine if the funding agency is requiring the District to competitively bid the service
- If it is a sole/single-source situation, a thorough justification needs to be provided for approval by the General Services Department.