



Instructions for the Use of Low Cost Service Agreements (LCSA):

Low Cost Service Agreements (LCSA) are used for one-time services that meet the following criteria:

- Less than \$5,000
- Less than 3 months duration
- Less than 3 invoices
- *General Insurance requirements have been met and/or waived (see instructions on next page.)*

Examples of services that can be used for LCSA: DJ's, orchestra conductors, magicians, entertainers.

Low Cost Service Agreements (LCSA) cannot be used in the following cases:

- If the service provider (contractor/vendor) is to be used on a continuous or reoccurring basis.
- If the quote contains vendor terms and conditions.
- Prohibited services include, among others, repairs, maintenance, installation, alterations.
- Speaking engagement of individuals/Honorariums. For more info:
<https://hr.sfsu.edu/honorarium-practice-directive-p301>

Vendor 204 Forms:

- For payments to be processed, a Vendor 204 Form needs to be completed and sent to Fiscal Affairs, Attn: Minh Nguyen ngocmn01@sfsu.edu
- Please go to: <https://fiscaff.sfsu.edu/content/sfsu-vendor-204-form>
- Please do not attach Vendor 204 Form to the LCSA.

Payments:

- Requisitions are not required for LCSA.
- Payments are made via Direct Pay Requests.
- Once the LCSA has been fully executed (signed by both vendor and authorized procurement staff), it is considered an "Allowable" direct payment.
- Invoices must be submitted to Accounts Payable, Attn: fcalvcs@sfsu.edu



Insurance Instructions:

- General insurance requirements must be met and/or waived. Requesting Department will provide the contractor with the following instructions that can be found at:
<https://procurement.sfsu.edu/insurance>
- If the contractor does not have insurance, then please follow these steps to obtain waivers:
 1. Go to DocuSign: <https://docusign.sfsu.edu/> and complete applicable insurance waiver forms listed below (both forms are available as templates):
 - a) **Waiver of Workers Compensation Form:** Contractor must complete. The form is available as a template in DocuSign and can be sent via DocuSign to the contractor's email address.
 - b) **Service Provider Insurance Waiver Request Form:** Requesting Department must complete. Attach any supporting documentation that may assist with an assessment of the risks. Supporting documentation may include, statement of work, quote, invoice, or insurance documents received from the contractor.
 2. Insurance waiver forms will be routed to Enterprise Risk Management/Michael Beatty for review.
 3. Please enter your buyer's (ServiceNow agent) email to the routing of the applicable form on DocuSign. Routing is defaulted to "CC Receives a Copy".



How to use the LCSA Form:

1. Requesting Department will need to fill out LCSA form with the Scope of Work and/or Quote attached (LCSA sample found on next page. Fillable LCSA form found after sample).
2. Requesting Department submits a service ticket to Procurement in ServiceNow.
 - Please go to: <https://sfsu.service-now.com/sp?id=pss>
 - Select: "Agreements" > "Request New Agreement" > "Options" > "LCSA".
 - Attach completed a) LCSA form and b) Insurance and/or Insurance waiver document(s) to the ticket.
3. Procurement may have modification requests regarding content of the LCSA and scope of work. Procurement approves or rejects LCSA and informs the Requesting Department of the decision by notification via ServiceNow.
4. Upon approval by Procurement in ServiceNow and after ALL insurance requirements have been met [and/or insurance waivers have been completed and approved by Risk Management], the Requesting Department may forward the LCSA draft to the contractor for signature.
5. Once the LCSA has been signed by the contractor the Requesting Department attaches the partially executed agreement to the original ServiceNow ticket for Procurement's countersignature.
6. Procurement countersigns and returns the fully executed LCSA, via original ServiceNow ticket, to the Requesting Department which forwards the agreement to the contractor.
7. Invoices are paid via Direct Payment Request form in DocuSign. No signature from Procurement is required (Please see "Payments" on page 1).

LOW COST SERVICE AGREEMENT

AGREEMENT NUMBER LXXXXX	AM. NO. X
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THIS AGREEMENT, made and entered into this **August 1, 2021**, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called CSU or the University

CONTRACTOR'S NAME

John Smiley

, hereafter called "Contractor" or "John Smiley"

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulation of the University hereinafter expressed, does hereby agree to furnish "Hosting of Gator Fest Bingo Event for SFSU Health Promotion and Wellness on campus" to the University.

The following Riders are hereby incorporated into this Agreement:

RIDER A - General Provisions of Low Cost Service Agreements, Dated: 5/15/2020,

RIDER B - Scope of Work/Quote# (provide quote number if applicable) Dated: 8/1/2021

In the event of a conflict between the documents comprising this Agreement, the documents shall govern in the order of precedence as ranked above, unless otherwise explicitly stated herein. Any terms and conditions on this cover page shall take precedence over the above incorporated terms.

The term of this Agreement shall be One (1) day, starting on 8/1/2021 and ending on 8/1/2021.

Total payments under this Agreement shall not exceed Two Hundred Fifty dollars (\$250.00), inclusive of travel and all expenses.

The University contact for this Agreement is Mary Smith, Administrative Analyst, Health Promotion and Wellness, Phone: (415) 405-1234, Email: user@sfsu.edu.

The Service Provider shall submit all invoices to San Francisco State University, Document Control, 1600 Holloway Avenue, ADM 358, ATTN: Fiscal Services, San Francisco, CA 94132 or fcalsvcs@sfsu.edu for approval. All invoices shall refer to the contract number/ PO number. Payment will be made within thirty (30) days of receipt of an undisputed invoice.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the last date written below.

UNIVERSITY		CONTRACTOR	
Trustees of the California State University		John Smiley	
BY (AUTHORIZED SIGNATURE) ➤	DATE	BY (AUTHORIZED SIGNATURE) ➤	DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Name of Procurement Staff, Title		PRINTED NAME AND TITLE OF PERSON SIGNING John Smiley, Owner	
REQUESTING DEPARTMENT Health Promotion and Wellness		ADDRESS: 1234 Game Street San Francisco, CA 91234	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$250.00		CONTACT INFORMATION: EMAIL: jsmileygames@aol.com PHONE: 415-555-1234	
TOTAL AMOUNT ENCUMBERED TO DATE \$250.00			

RIDER B- Scope of Work Dated 8/1/2021

Please note: Scope of work should be written in paragraph form with all relevant information as follows:

- Name of contractor
- Type of service
- Name of requesting department and/or project
- Period of performance or date of service/event (start/end)
- Time of day, if applicable
- Where the service/event will be held (on campus or virtual)
- Deliverables such as reports, edited manuscripts, etc.
- Total cost

Example:

John Smiley, Contractor, will provide hosting services for the SFSU Health Promotion and Wellness “Gator Bingo” event that will be held on campus located at West Campus Green, San Francisco State University, 1600 Holloway Avenue, San Francisco, CA 94132. The event will be for one day on August 1, 2021, from 6:00 PM – 8:00 PM PST, for a total cost of \$250.00.

The maximum of student participants for the Gator Bingo event will be 50 students in person.

John Smiley will provide one Bingo Ball Cage, one digital Bingo Calling Board, and digital Bingo cards to each participant (maximum 50).

LOW COST SERVICE AGREEMENT

AGREEMENT NUMBER L _____	AM. NO. _____
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THIS AGREEMENT, made and entered into this _____, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called CSU or the University

CONTRACTOR'S NAME

_____, hereafter called "Contractor" or "_____"

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulation of the University hereinafter expressed, does hereby agree to furnish

"_____ to the University.

The following Riders are hereby incorporated into this Agreement:

RIDER A - General Provisions of Low Cost Service Agreements, Dated: 5/15/2020,

RIDER B - Scope of Work or Quote # _____ Dated: _____

In the event of a conflict between the documents comprising this Agreement, the documents shall govern in the order of precedence as ranked above, unless otherwise explicitly stated herein. Any terms and conditions on this cover page shall take precedence over the above incorporated terms.

The term of this Agreement shall be _____, starting on _____ and ending on _____.

Total payments under this Agreement shall not exceed _____ dollars (\$ _____), inclusive of travel and all expenses.

The University contact for this Agreement is _____, _____, _____,

Phone: _____, Email: _____@sfsu.edu.

The Service Provider shall submit all invoices to San Francisco State University, Document Control, 1600 Holloway Avenue, ADM 358, ATTN: Fiscal Services, San Francisco, CA 94132 or fcalsvcs@sfsu.edu for approval. All invoices shall refer to the contract number/ PO number. Payment will be made within thirty (30) days of receipt of an undisputed invoice.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the last date written below.

UNIVERSITY		CONTRACTOR	
Trustees of the California State University			
BY (AUTHORIZED SIGNATURE) ➤	DATE	BY (AUTHORIZED SIGNATURE) ➤	DATE
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
REQUESTING DEPARTMENT		ADDRESS:	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$		CONTACT INFORMATION: EMAIL: PHONE:	

RIDER A - General Provisions of Independent Contractor Service Agreements

CSU agrees to pay for the services and materials to be furnished by contractor as provided by this Agreement. Payment in arrears shall be made upon contractor's completion of the services required by this Agreement to the satisfaction of CSU and upon contractor's submission of billings as shall be prescribed by the Trustees.

Commencement of Work: Work shall not commence under the Contract until a fully executed agreement has been received by the Contractor and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.

Invoices:

- A. Invoices shall be submitted, in arrears, to the address stipulated in the Agreement. The Agreement number and Contractor's Social Security or Federal Identification number are to be included on the invoice. Final invoice shall be marked as such. Payment to the Contractor shall be made as promptly as fiscal procedures permit for performance under the Agreement.
- B. Trustees may issue a written order for extra services with respect to the services to be performed under this Agreement at any time prior to the completion of the services. Trustees shall pay Service Provider an amount for such extra services as provided in this Agreement, or if not so provided, Trustees shall pay Service Provider a reasonable amount, which shall be agreed upon by the parties.
- C. For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Cancellation: CSU reserves the right to cancel this Agreement at any time upon thirty (30) days' written notice to the Contractor.

Independent Status: The Contractor, in the performance of this Contract, shall act in an independent capacity and not as an officer or employee or agent of the State of California. While Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from the CSU.

Conflict of Interest:

- A. Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.
- B. The CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any CSU financial interest [reference G.C. 82019).

The CSU reserves the right to prohibit participation by the Contractor in bidding to or providing services, goods or supplies or any other related action which is required, suggested or otherwise deemed appropriate in the end product of this Agreement.

Governing Law: All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, Contractor shall comply with any State or federal law applicable to Contractor's performance under this Contract.

Assignments: Service Provider shall not assign benefits or delegate duties under this Agreement in whole or in part without the prior written approval of the Trustees. Thus, Service Provider may not assign any moneys due or to become due hereunder without the written consent of Trustees.

The Provisions of this Agreement: Shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the parties hereto.

Time: Time is of the essence of the Contract

Contract Alterations & Integration: No alteration or variation of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated here in shall be binding on any of the parties hereto.

General Indemnity: Contractor agrees to indemnify, defend, and hold harmless the State of California, the Trustees of the California State University, San Francisco State University, and the officers, employees, volunteers, and agents of each of them from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's work for The CSU, except such loss or damage which was caused by the sole negligence or willful misconduct of The CSU and its officers, employees, volunteers, and agents.

Contractor understands and agrees that the State of California, the Trustees of the California State University, San Francisco State University, San Francisco State University, and the officers, employees, volunteers, and agents of each of them shall not be responsible for any liability or losses related to Contractor's work for The CSU. Furthermore, Contractor assumes all risk in the event of accident, injury, and/or loss and agrees to use its liability and medical insurance as primary coverage.

Use of Data: The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this agreement, for pecuniary gain not contemplated by the terms of this agreement, regardless of whether the Contractor is or is not under contract at the time such gain is realized. The report, survey, or other product developed by the Contractor pursuant to this agreement is the property of the CSU, and shall not be used in any manner by the Contractor unless authorized by the CSU.

Non-Performance by Contractor: The CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

Contractor Certification: The Contractor's signature affixed heron and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990 and Title 2 California Code of Regulations, Section 8103.

Drug-Free Workplace Certification: By accepting a contract or purchase order, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. require.

Severability: It is expressly agreed and understood by the parties hereto that if any provision of this Agreement is held to be unconscionable or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.

Dispute: Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of the Contractor and The CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designee) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement. Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Agreement. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Agreement.

Confidentiality of Data: All financial, statistical, personal, technical and other data and information relating to The CSU's operations which are designated confidential by The CSU and made available to the Contractor or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure by the observance of the same or more effective procedural requirements as are applicable to The CSU and/or would be used by the Contractor to protect its own most sensitive data and information. The identification of all such confidential data and information shall be provided in writing to the Contractor by the CSU. The Contractor shall not, however, be required, by this paragraph, to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractors possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

Rights and Remedies: The rights and remedies of the CSU provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

Endorsement: Nothing contained in this Agreement shall be construed as conferring on any party hereto, any right to use the other parties name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Covenant Against Gratuities: The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the University with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the University shall have the right to terminate the Contract, either in whole or in part, and any loss or damages sustained by the University in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided bylaw or under the Contract.

Examination and Audit: For contracts in excess of \$10,000, the Contractor shall be subject to the examination and audit of (a) the Office of the University Auditor, and (b) the State Auditor, for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively. The examination and

audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.

Responsive to Direction from the State Legislature (Public Contract Code Section 10115 et. seq.): Contractor shall cooperate with the CSU as it seeks to increase the statewide participation goals of minority, women, and disabled veteran business enterprises in contract awards. To this end, Contractor shall inform the CSU of any subcontracting of supplier arrangements with minority, women and/or disabled veteran business enterprises.

Citizenship and Public Benefits: If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

Americans With Disabilities Act (ADA) - General Provisions: Contractor assures the University that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.)

Insurance: If the requirement for same is incorporated herein, Contractor shall not commence work until it has obtained all the insurance required for this contract, and such insurance has been approved by CSU.

Force Majeure:

- A. Neither Party shall be liable for any failure to perform its obligations under this Contract for the period of time that it is prevented, hindered, or delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, strike, war, riots, acts of terrorism, disaster, acts of God, acts of any governmental authority, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event beyond the control of the Party whose performance is affected (each, a "Force Majeure Event.").
- B. The Party claiming Force Majeure shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, provide written notice to the other Party of the nature, extent, and expected duration of the Force Majeure Event and use its diligent efforts to mitigate the effects of the Force Majeure Event upon such Party's performance under this Contract, it being understood that upon completion of the Force Majeure Event, the Party whose performance was affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Contract.
- C. Notwithstanding any other term in this Contract, including, but not limited to, the foregoing subsections of this section, during the period of a Force Majeure Event affecting performance by Contractor, CSU may elect to do all or any of the following:
 - i. suspend the Contract for the duration of the Force Majeure Event and be relieved of any payment obligation for goods [or services] not delivered or accepted due to the Force Majeure Event;
 - ii. obtain elsewhere the goods [or services] not delivered or accepted due to the Force Majeure Event;
 - iii. extend the time for Contractor's performance by a period equal to the duration of the Force Majeure Event; and/or
 - iv. terminate the Contract as to any goods [or services] not already received with no further financial obligation if the Force Majeure Event continues to exist for more than thirty (30) days.

COVID-19:

In the event that CSU considers it necessary or prudent to cancel this Contract due to circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, CSU may do so and be relieved of any further financial obligation, risk, or other liability by providing seventy-two (72) hours prior written notice of cancellation to Contractor. CSU's right to cancel the Contract pursuant to this section shall not be limited or restricted in any manner by any other term or section of this Contract.

Material Change of Circumstances:

The terms of this Contract are based on conditions in existence on the date that Contractor commences performance. In the event of a material change in the conditions that adversely affects the ability of Contractor to perform its obligations, Contractor shall reasonably cooperate with CSU to minimize the impact from such change in conditions on Contractor's performance and shall, if requested by CSU, negotiate in good faith to adjust the terms of this Contract on a mutually agreeable basis to address the impact of such material change in conditions. This provision shall not limit CSU's ability to avail itself of any rights or remedies provided to CSU by law, equity or any other term of this Contract.

RIDER B- Scope of Work Dated:_____