

# Los Rios Community College District

**PURCHASE ORDER NO 0001112046**

Purchasing: (916)568-3071 \* FAX (916) 568-3145  
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 \* FAX (916) 286-3636  
Acctg-ops@losrios.edu

<b>Date</b> 06/18/2020	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Method
<b>Reference:</b> 1026262 MESAC HANEYB		<b>Location / Dept</b> 04CYPH144 CTE

**PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO**

**Supplier:** 0000045431  
CHICO STATE ENTERPRISES  
25 MAIN STREET SUITE 203  
CHICO CA 95928-5388

**Phone:** (530) 598-5376

**email:** sapucc.admin@csuchico.edu

**Ship To:** FOLSOM LAKE COLLEGE  
RECEIVING  
10 COLLEGE PARKWAY  
FOLSOM CA 95630  
United States

**Bill To:** LRCCD  
Invoice to: acctg-ops@losrios.edu  
1919 Spanos Court  
Sacramento CA 95825-3981  
United States

**Tax Exempt?** N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	YR 2020 - SAP APPLICATION SOFTWARE LICENSE FEE 1ST YEAR - ANNUAL FEE \$4,000.00 FROM 07-01-20 TO 12-31-20 (PRORATED 50%)	1.00 JOB	4,000.00	4,000.00	06/17/2020

QUOTE DATED 06-04-2020

SAP CONTRACT PERIOD VALID FROM 07-01-20 TO 12-31-2023

1ST YEAR - ANNUAL FEE \$4,000.00 FROM 07-01-20 TO 12-31-20 (PRORATED 50%) PO\_0001112046  
2ND YEAR - ANNUAL FEE \$8,000.00 FROM 01-01-2021 TO 12-31-2021  
3RD YEAR - ANNUAL FEE \$8,000.00 FROM 01-01-2022 TO 12-31-2022  
3TH YEAR - ANNUAL FEE \$8,000.00 FROM 01-01-2023 TO 12-31-2023

<b>Sub Total Amount</b>	4,000.00
<b>Sales Tax Amount</b>	0.00
<b>Total PO Amount</b>	4,000.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Proq</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5890	12	FL.VI.VTEA	05060	00000	314A	4,000.00	2020

0001026262CHAVEZA17-JUN-2020

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

**Authorized Signature**

Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30  
MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

# Requisition

**Supplier:** MISCELLANEOUS 0000003680  
 \*\*\*\*\*  
 \*\*\*\*\* CA 95825  
 United States

**email:**

**Ship To:** RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630

<b>Business Unit:</b> GENFD		<b>OPEN</b>
Req ID:	Date	Page
0001026262	06/05/2020	1
Requisition Name:		
SAPUCC-Chico State Enterprise		
Requester		Bldg#
Colleen Mesa		CTE
Requester Signature		
Buyer: Brenda Haney		
Approved:		
Entered By: MESAC 05-JUN-2020		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	YR 2020- SAP APPLICATION SOFTWARE LICENSE FEE	1	JOB	4,000.00	4,000.00	06/05/2020

4,000.00 Sub-total  
 0.00 Est. tax

Total Requisition Amount: 4,000.00

Contract under legal review for approval. Contract will be valid from July 1,2020 - Dec. 31, 2023  
 1st contract agreement will be from July 1,2020-Dec. 31,2020 with 50% annual fee of \$4000.00. Yearly contract after will be \$8000.00/per yr.  
 Due to using 2020 Perkins IV funding, needs to be encumbered before June 30, 2020

Quote #DTD by Tom Wilder for first 1/2 year membership  
 check needed: Please send to FLC BSO atten: Jen Taylor

Perkins check list

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5890	12	FL.VI.VTEA	05060	00000	314A	4,000.00

**Purchases Charged to Catagorical Programs, Grants or Special Project.**

Program Name: Perkins IV- 05060 Bus. Analyst program  
 Project Grant: 314A  
 Program Director: Victoria Maryatt  
 Program Goal: program goals 1-9, Permissable leasing, purchasing, upgrading or adapting equip

<b>Approval Signature</b>	<b>Approval Signature</b>	<b>Approval Signature</b>
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## SAP University Alliances Program End User Agreement

This End User Agreement (Contract) is between Folsom Lake College (“UAP Member”) and Chico State Enterprises (“CSE”) a California non-profit public benefit corporation and an auxiliary organization of California State University, Chico.

### I. Background

1. UAP Member is a member of the SAP University Alliances program, thereby enabling UAP Member to obtain from SAP non-productive use versions of SAP’s application software products for the purpose of utilizing such software and services in an educational setting.
2. UAP Member signed and currently holds an active Non-Productive Use License Agreement with SAP, in which UAP Member agrees to protect SAP’s Proprietary Information.
3. CSE serves as a University Competence Center (UCC) on behalf of SAP providing application hosting and systems management services to members of the SAP University Alliances program.
4. CSE entered into a UCC Agreement with SAP, in which CSE agreed to enter into End User Agreements directly with each member of the SAP University Alliances program to which CSE provides hosting and systems management services.

### II. Contract

5. **Term:** This Contract shall begin on July 1, 2019, and shall end on December 31, 2019. Notice of impending renewal for an additional year term will be provided in the form of CSE’s annual invoice as specified in Attachment 1 and renewal of this Contract becomes effective only upon UAP Member’s payment of CSE’s invoice. The Contract end date shall not be extended later than December 31, 2023.
6. **Compensation:** UAP Member shall pay CSE compensation not to exceed \$8,000.00 per 7 clients, and in accordance with Attachment 1. CSE’s hosting services may be delayed, suspended, or terminated if Compensation is not promptly paid.
  - A. Compensation may be paid by a third party on behalf of UAP Member. In this event, CSE has no obligation to provide any services to UAP Member until compensation is paid in full by the third party. UAP Member shall provide CSE with the name and contact information of the third party paying the Compensation. A notification will be sent to UAP Member at the same time as the invoice is sent to payer so the UAP Member will know when the invoice was sent to the payer.
  - B. Compensation is stated in U.S. dollars and must be paid in U.S. dollars.

- C. CSE shall not be responsible for, nor indemnify UAP Member for, any of the UAP Member's federal, state or local taxes which may be imposed or levied upon the subject matter of this Contract.
7. **Method of Payment:** Compensation shall be paid by UAP Member to CSE as provided for in Attachment 1.
8. **SAP "Clients":** CSE shall provide all hardware at the data center, network connection from the data center to the Internet and all software (other than SAP Software) reasonably required for hosting of the SAP Software, at a minimum, in accordance with the guidelines that follow.
- A. CSE will make available to UAP Member no more than 7 SAP "Clients" during each academic term. For the purpose of this Contract, "academic term" means the academic term of the institution receiving the SAP services.
- B. "Client" refreshes may be negotiated between CSE and UAP Member. New client requests are available May 1, August 1 and December 1.
- C. For the purposes of this Contract, a "Client" means a single instance of SAP defined by a client number and containing the data to run the software.
9. CSE shall provide the following support during each academic term: System Availability; Remote Access; System Maintenance; Backup Procedures; Help Desk Support; and "Client" Set-up.
10. **System Availability:** During the scheduled academic period of UAP Member, CSE will make available hosting services to UAP Member 24 hours a day, 7 days a week (including application uptime and server availability for the SAP Software hosted on CSE servers), except during scheduled maintenance.
- A. CSE will generally make hosting services available to UAP Member faculty 12 months per year.
- B. CSE will provide technical support to UAP Member faculty during CSE's normal operating business hours, 8 a.m. to 5 p.m. Pacific Standard Time (PST).
11. **Remote Access:** CSE will support two or more of the following: SAP GUI; Web Browser via ITS technology (where applicable); and Web Browser via Enterprise Portals.
12. **System Maintenance:** System maintenance times will be announced by CSE and will be during non-prime hours (typically 12:00 midnight to 8:00 a.m. PST.)

- 13. Backup Procedures:** Full system backups will be conducted weekly and appropriate backup media will be stored in a secure off-site location for the term of this Contract. System crashes, for any reason, may require that CSE recall backup from previous weekend.
- 14. Help Desk Support:** Help desk support will be provided for UAP Member faculty only. The help desk will be open from 8:00 a.m. to 5:00 p.m., PST. Telephone service with voice mail will be provided. Calls will be returned within 2 hours during regular business hours. Non-urgent E-mail inquiries will be responded to within 2 working days (Monday – Friday) Contract name(s) and Email address(es) are listed at CSE UCC web site: <http://sap.cob.csuchico.edu/>.
- 15. “Client” Setup:** At the beginning of each academic term, CSE will prepare “Client” for courses as specified by UAP Member. This may include running procedures to instantiate data sets for class exercises. CSE will ensure that appropriate user accounts and authorizations are set-up to ensure maximum flexibility for end users while (primarily) ensuring systems integrity for users as a whole.
- 16.** UAP Member shall provide CSE with the course information required when requesting a client on the self-service site (including instructor information, class size, and class dates).
- 17.** UAP Member shall develop the curriculum and test it for student exercises prior to their use of the SAP system.
- 18.** UAP Member shall determine setup requirements for exercises being run and shall notify CSE of these requirements.
- 19.** CSE shall provide 1 shared “Client” for limited use by UAP Member’s faculty only.
- 20.** Additional “Clients” and special needs outside the scope of this Contract will be negotiated and approved in writing on a case-by-case basis by UAP Member, CSE, and SAP.
- 21. Web Site:** SAP has agreed to maintain a web site with links to CSE UCC as well as other qualified competence centers that will include:
- A. Valid competence centers and contact information; and
  - B. Basic services expectations.
  - C. CSE’s UCC will maintain its own web site: <http://sap.cob.csuchico.edu/>.
- 22. Proprietary Information:** UAP Member and CSE shall protect SAP’s Proprietary Information each to the extent required by the provisions of its respective agreement with SAP with respect to Confidentiality, Non-Disclosure, Intellectual Property Rights, Proprietary Information, Limits of Disclosure, Protective Precautions, Ownership, Access,

and Non-Productive Use. This obligation is undertaken by UAP Member and CSE for the benefit of SAP and shall be enforceable by SAP.

**23. Termination:** This Contract may be terminated for the following reasons:

- A. Immediately for cause if either party violates any of the terms or provisions of this Contract;
- B. Upon the termination by UAP Member or by SAP of UAP Member's Non-Productive Use License Agreement with SAP. UAP Member shall notify CSE immediately in the event of such termination;
- C. Upon the termination by CSE or by SAP of CSE's (UCC) Agreement with SAP. CSE shall notify UAP Member immediately in the event of such termination;
- D. Upon the direction by SAP;
- E. Without cause by the CSE with 30 days' notice to UAP Member; or
- F. This End User Agreement shall terminate on the next following January 1<sup>st</sup> in the event that UAP Member notifies CSE prior to November 30<sup>th</sup> of UAP Member's election to terminate this End User Agreement. UAP Member shall notify SAP immediately in the event of such election.

**24. Indemnity and Liability:** CSE shall defend, indemnify and hold harmless UAP Member, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the CSE, its officers, agents or employees.

UAP Member shall defend, indemnify and hold harmless CSE, California State University, Chico, Trustees of the CSU, the State of California, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the UAP Member, its officers, agents or employees.

- A. CSE shall be excused from performing its obligations under this Contract for acts of war, terrorism, civil disturbance, court order, labor dispute, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment, or other causes beyond its reasonable control, and such nonperformance shall not be a default of this Contract or a ground for termination of the Contract.

**B. Limitations of Liability:** IN NO EVENT SHALL CSE BE LIABLE TO UAP MEMBER AND/OR ANY THIRD PARTY FOR AN AGGREGATE AMOUNT IN EXCESS OF THE 12-MONTH HOSTING FEE SET FORTH IN ATTACHMENT 1.

**25. Disclaimer of Warranty:** CSE provides no representation or warranty, nor are there any conditions, expressed or implied, including implied warranties or conditions of merchantability, merchantable quality, or fitness for a particular purpose and those warranties otherwise arising by statute or otherwise in law or from a course of dealing or use of trade are hereby deemed inapplicable.

**26. Venue:** This Contract is made in the County of Butte, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Butte.

**27. Entire Contract:** This Contract, including any attachments, constitutes the complete and exclusive statement of Contract between CSE and UAP Member. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

**A.** In the event of a conflict between the terms of this End User Agreement and the terms of UAP Member's purchase order, the terms of this Contract shall prevail.

**B.** In the event of translation of this Contract into any language other than English, the provisions of the English-language version shall prevail and govern in the event of any conflict or inconsistency in interpretation.

**28. Amendments:** This Contract may be modified or amended only by a written document executed by both CSE and UAP Member.

**29. Written Notification:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and may be via email, or either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Host Center: Liz Squire  
SAP UCC Contract Assistant  
RE: SAP UCC  
Chico State University, Chico  
College of Business, Dean's Office  
400 West 1st Street  
Chico, CA 95929-0081

Matthew C. Bently, Esq.  
Director of Contracts and Development  
RE: SAP UCC  
If to CSE: The CSU, Chico Research CSE  
Office of Research and Sponsored Programs  
25 Main Street, Suite 103  
Chico, California 95928-5388

If to UAP Member: The information provided in the *Contract Contact* section of Attachment 2 will be used.

- 30. UAP Member's Books and Records:** UAP Member shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements for a minimum period of 3 years, or for any longer period required by law, following audit, or from the date of final payment to CSE under this Contract, whichever is later. If litigation commences as a result of this Contract, UAP Member shall retain all records and books until the litigation is resolved and CSE provides UAP Member with notice to proceed with destruction.
- A. UAP Member shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of 3 years, or for any longer period required by law, from the date of termination or completion of this Contract.
  - B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by CSE or its designated representative. Copies of such documents shall be provided to CSE for inspection at its office. UAP Member shall be responsible for all copying and mailing charges in relation to providing copies of these records.
  - C. Where CSE has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of UAP Member's business, CSE may, on written request, require that custody of the records be given to CSE and that the records and documents be maintained by CSE its offices. Access to such records and documents shall be granted to any party authorized by UAP Member, UAP Member's representatives, or UAP Member's successor-in-interest.
- 31. Waiver:** No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.
- 32. Execution:** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.



**33. Partial Invalidity.** If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

**34. Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:

**A. Attachment 1:** Compensation [Schedule of Hosting Fees]

**B. Attachment 2:** Contract Information Sheet

**UAP MEMBER:**

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name and Title of Member's Signatory: \_\_\_\_\_

**CSE:**

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Matthew C. Bently, Esq., Director, Contracts & Development

**Attachment 1:**

**Schedule of Hosting Fees**

**\*\*Current Annual Hosting Fee: \$ 8,000 (USD)**

<b>Fee Table – New Schools</b>		
<b>Hosting Start Date in Year #1</b>	<b>Fee for Year #1 Due</b>	<b>Fee for Subsequent Years</b>
<b>January 1<sup>st</sup> – June 30<sup>th</sup></b>	<b>100% of Annual Fee</b>	<b>100% of Annual Fee</b>
<b>July 1<sup>st</sup> – December 31<sup>st</sup></b>	<b>50% of Annual Fee</b>	<b>100% of Annual Fee</b>
<b>Fee Table – Renewing Schools</b>		
<b>Hosting Start Date</b>	<b>Fee Due</b>	<b>Fee for Subsequent Years</b>
<b>January 1<sup>st</sup> – December 31<sup>st</sup></b>	<b>100% of Annual Fee</b>	<b>100% of Annual Fee</b>

For first year hosting service beginning between January 1 and June 30, 100% of the annual fee is due. For first year hosting service beginning between July 1 and December 31, 50% of the annual fee is due. Renewing schools are responsible for 100% of the annual fee.

Invoice for current calendar year fee will be transmitted to UAP Member upon receipt by CSE of UAP Member's signed End User Agreement. Invoices for subsequent year fees will be transmitted to UAP Member in November of preceding year, provided that a fully executed End User Agreement or Amendment is in place for the following calendar year. Payment is due as provided for on the invoice.

Invoices will be sent to Third-Party payer if established in the original Contract. Services to UAP Member will not take place until payment has been received from payer. A notification will be sent to UAP Member at the same time as the invoice is sent to payer so the UAP Member will know when the invoice was sent to the payer.

Annual hosting fee charged by CSE is determined by UCC directors. Currently, the 12-month fee for hosting services is \$ 8,000 (USD) for up to 7 clients per academic term. The full annual hosting fee amount is due even if only partial year UCC services are used. If an adjustment to the annual fee is required, the adjustment will be effective as of January 1 of the following year and will be reflected in CSE's annual invoice.

**Attachment 2:**

**Contract Information Sheet**

**SECTION I – CONTACT INFORMATION**

*In Section I, please provide contact information for the UAP Member and key individuals involved with the program.*

**Institution** - *Please provide general information for the UAP Member.*

Name of institution:	
Name of hosted campus:	
Institution type:	<input type="checkbox"/> University <input type="checkbox"/> College <input type="checkbox"/> Community College <input type="checkbox"/> Vocational School <input type="checkbox"/> High School
Highest degree awarded:	<input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Doctorate <input type="checkbox"/> Associate <input type="checkbox"/> Diploma
Organization type:	<input type="checkbox"/> Public <input type="checkbox"/> Private nonprofit, religious orientation <input type="checkbox"/> Privately owned, for profit <input type="checkbox"/> Private/non-profit
College/school/department(s) that will teach with SAP:	
URL of college/school/department (s):	
Street address:	
City:	
State/Province:	
Zip/Postal code:	
PO Box & Zip/Postal code:	
Country:	

**Person Signing Contract** - *This person has the authority to negotiate and sign the SAP University Alliance Agreement as well as the End User Agreement with UCC.*

Name:	
Title:	
Address:	
Telephone:	
Email address:	
College/school/department:	

**Contract Contact** - *This person should receive the agreements and initiate their signing.*

Name:	
Title:	
Address:	
Telephone:	
Email address:	
College/school/department:	

**Invoice Recipient** – *This person will receive the annual invoice from the UCC*

Name:	
Title:	
Address:	
Telephone:	
Email address:	
College/school/department:	

**Primary Faculty Contact** - *This person will be the "University Alliances Faculty Coordinator" at your school. He/she will be responsible for (a) communicating relevant SAP and UCC information (e.g., workshop schedules, newsletters, announcements) to other faculty involved with the SAP program, (b) providing program updates to SAP via curriculum plan updates, and (c) ensuring all faculty members use the UCC Self Service website for client requests each semester/term, including providing accurate student counts.*

Name:	
College/school/department:	
Specialization:	
Title:	
Address:	
Telephone:	
Email address:	

**Additional Faculty Contact** - *This person is a second faculty member whom the UA and UCC could contact if the primary faculty contact is unavailable.*

Name:	
Title:	
Address:	
Telephone:	
Email address:	
College/school/department:	

**Primary Technical Contact** - *This person may be contacted regarding technical issues, in addition to the primary faculty contact*

Name:	
Title:	
Address:	
Telephone:	
Email address:	
College/school/department:	