

Rancho Santiago Community College District Contract Review and Checklist



Contracting Party: _____ Contract #: _____

New Renewal Amendment Modification

The parties to the contract are clearly defined and correct.

The contract must always be between "Rancho Santiago Community College District" and the other party. Departments, offices, schools, divisions, and campuses are not legal entities. "Rancho Santiago Community College District, on behalf of Santa Ana College/Santiago Canyon College" is also acceptable. If the other party uses a fictitious name, clearly identify the other party by name and acknowledge the fictitious name (i.e., John Smith d/b/a Smith's Repairs).

Contract has a full and clear statement of scope of work and deliverables.

Does the contract clearly state its justification and purpose within the description of services requested (e.g., the district is unable to provide this service, the district does not have the equipment to provide this service)? Is there a need to attach, incorporate and reference other documents to the contract (e.g., the district's request for proposal, the response to the RFP and/or an estimate prepared by the other party)?

Fees and/or other considerations are clearly defined including terms of payment.

Does the contract include terms as to the place, time and method of payment? Does the contract clearly state any and all expenses? General descriptions of "all reasonable expenses" are not acceptable.

The dates and/or term of the contract are clearly indicated. Term not to exceed five (5) years.

Are the dates throughout the contract consistent as to the commencement date and the termination date? If the contract must be completed by a certain date, is that noted as a specific condition within the contract? The term of the contract cannot exceed five years (including renewals, original plus four renewals equals five years). Education Code sections 17596, 81644 limit contracts for services to five years

Contract has appropriate insurance coverage requirements.

If the Provider is to provide services on district property, does the agreement require the Provider to show proof of general liability, auto insurance and worker's comp insurance as required by law? The policies should be endorsed to include the district as an additional insured.

If the district is required to provide comprehensive general liability insurance, are the limits less than or equal to \$1,000,000 per occurrence and \$2,000,000 aggregate?

If the district is required to provide professional liability insurance, are the limits less than or equal to \$1,000,000 per occurrences and \$3,000,000 aggregate?

Contract contains proper Hold Harmless and Indemnification.

Acceptable:

Mutual indemnification and hold harmless and each party is responsible for its own negligence -

Not Acceptable

District indemnifies other party and holds them harmless for any and all losses (including those arising from other party's own negligence), and other party doesn't indemnify or hold Program harmless.

Is the contractor's Tax ID/Social Security/Employer ID Number included?

Is the business address and contact phone number included?

- Does the agreement have termination language with or without cause?
Also, what is the notice period, 30/60/90/120 days? This would depend on the nature of the agreement and whether or not it would be advantageous for the College to be able to exit an agreement quickly if need be, or prepare appropriately if a contractor pulls out.
- Does the agreement have a compliance with all local, state and federal laws statement?
- Is there a non-discrimination clause?
- Is an Independent Contractor checklist completed and attached (if needed)?
- If awarding funds to a sub recipient under a Federal contract, the following language has been incorporated into the agreement:
“DEBARMENT AND SUSPENSION
Sub recipient certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 45 CFR Part 74.13.”

Contract has been thoroughly reviewed and approval recommended by:

Name	Signature	Date
Chancellor’s Cabinet Member	Approval Signature	Date

This checklist should be attached to the contract when complete and forwarded to the Vice Chancellor, Business Operations/Fiscal Services for execution of contract. After execution, the contract will be returned to requestor for file.