

Bakersfield College Foundation - CONTRACT CHECKLIST



Location:	<input type="checkbox"/> BC
Vendor Name:	
Contract Value:	
Fund Code:	

Department:	
Term:	(Cannot exceed a 5-year term, including all renewals)
Start Date:	
End Date:	

Mark "X" in all that apply, Confirm the Vendor's Contract includes the following requirements. Any area unchecked, please work with the Vendor to change the language as required.

- Identified as our legal name - Bakersfield College Foundation
- Indemnification: Should be Mutual Indemnification, not one-sided.
- Fulfill Insurance Requirements - Certificate of Insurance (*COI) naming Bakersfield College Foundation and/or Kern Community College District as additional insured or General Release & Waiver of Liability Form (*ONLY if a COI does not exist for a Contractor, e.g., individual, small businesses, owner/operator with no employees*).
- Agree to Dispute Resolution: No binding arbitration.
- Governing Law/Jurisdiction/Venue: State of California, County of Kern.
- Signature Block: Bakersfield College Foundation on behalf of <your campus name> & Signatory Authority: Cheryl Scott, Executive Director

Type of Contract & Contract Supporting Documentation Requirements:

Unless specified, all Supporting Documentation(s) listed within the Type of Contract are required.

BC Foundation CONTRACT
<input type="checkbox"/> Independent Contractor Agreement (ICA)- for Non-Public Works <input type="checkbox"/> Independent Contractor Agreement – CHECKLIST <input type="checkbox"/> COI
<input type="checkbox"/> Independent Contractor Agreement (ICA)- for Public Works <input type="checkbox"/> COI
<input type="checkbox"/> Short Form Presenter Agreement <i>Use for a one-day, one-time event only</i>
<input type="checkbox"/> Allied Health Education Program Agreement <input type="checkbox"/> COI (If required)
<input type="checkbox"/> Dual Enrollment MOU <input type="checkbox"/> COI (If required)
<input type="checkbox"/> Instructional Service Agreement (ISA) <input type="checkbox"/> COI (If required)
<input type="checkbox"/> Other: _____
OTHER CONTRACT TYPES
Construction Agreements <i>Contact the District Office Facilities Planning and Construction Department for construction related projects.</i>
Facility Rental Agreements <i>Contact your Campus Events Management Department.</i>
Volunteer Agreements <i>Contact your Campus Human Resources Department.</i>

NON-BC Foundation CONTRACT - PROVIDED BY THE VENDOR
<input type="checkbox"/> Contract Provided by The Vendor <i>i.e. Proposal, Statement of Work (SOW), Others: _____</i> <input type="checkbox"/> Vendor's Quote (<i>If contract does not include an amount</i>)
<input type="checkbox"/> Facility Use Agreement <input type="checkbox"/> COI (If required)
<input type="checkbox"/> Technology Agreement (Software, Subscription, EULA, Terms of Use) <input type="checkbox"/> Completed KCCD Software Requirements Questionnaire & met all requirements outlined. <input type="checkbox"/> Terms & Conditions <input type="checkbox"/> Accessibility Requirements <i>i.e., WCAG 2.0, VPAT, Others: _____</i> <input type="checkbox"/> COI, including Cybersecurity Coverage
<input type="checkbox"/> Memorandum of Agreement (MOU) <input type="checkbox"/> COI (If required)
<input type="checkbox"/> Grant Agreement <input type="checkbox"/> COI (If required)
<input type="checkbox"/> Lease Agreement <input type="checkbox"/> COI (If required)
<input type="checkbox"/> Other: _____

Approval Process:

All contracts must meet the above requirements, complete with respective campus approval routing process and obtained all required signatories, prior to submittal to Bakersfield College Foundation - Accounting Department for processing. Should the vendor not be able to meet the requirements, please forward the vendor response regarding the required change(s) to BCFoundationAccounting@bakersfieldcollege.edu, and the Bakersfield College Accounting Department will review further and/or seek General Counsel, Risk Management, or District IT Department guidance.



Contract Checklist FAQs

Please review the following information to ensure the contract submission includes all required information prior to submittal to BCFoundationAccounting@bakersfieldcollege.edu.

Contracts submitted for Foundation signature require a 2-3 day turnaround time. If the submitted contract requires further review from General Counsel, Risk Management, or District IT Dept, there is a 10-day turnaround.

1. Do you have the funds and your supervisor's approval for the contract?

Be sure you have the money in your budget and that you have received your supervisor's approval to move forward with a contract. Follow campus approval process.

2. Does the contract properly identify Bakersfield College Foundation?

Our legal name is the Bakersfield College Foundation on behalf of your campus name; Bakersfield College.

3. Does the contract meet all of your needs?

Please read your contract. The Accounting Department reviews contracts to be sure they are in compliance with State of CA laws, Ed Code, Public Contract Code and Government Code. We don't know what your needs are and we assume that what you want is included in the contract.

4. Are the effective dates properly identified?

There must be a term listed for the contract. The term should list an effective date and a termination date. The term of an agreement cannot exceed a 5-year term, including all renewals.

5. Does the contract have signature lines for all individuals who need to sign the contract?

The contract needs to have the person or persons listed who have signature authority for Bakersfield College Foundation funds.

6. Does the contract have the appropriate language, some of which may need modification or deletion, for the following:

- a. Payment requirements
- b. Finance charges and/or payment penalties
- c. Liability
- d. Indemnification
- e. Attorney fees and/or court costs and/or litigation expenses
- f. Insurance
- g. Termination Clauses
- h. Breach of Contract Clauses
- i. Any state laws other than California governing the contract
- j. No binding arbitration
- k. Other



As a general rule these are the recommended changes to an agreement:

- **Agreement:** should be between Bakersfield College Foundation on behalf of *COLLEGE NAME*
- **Term:** we cannot enter into an automatic renewal, or perpetual term agreement. Term must have a specific start-end date. Include in the contract language “The maximum term of the agreement, including all renewals, shall not exceed five (5) years from the effective date.”
- **Indemnification:** Should be Mutual Indemnification. Occasionally we add “Bakersfield College Foundation maximum liability amount shall not exceed two million dollars (\$2,000,000).”
- **Governing Law/Jurisdiction/Venue:** Governing law should be State of California, County of Kern.

We cannot agree to another governing state or jurisdiction should litigation be required for the following reasons:

- California Education Code 72502 states the following:
 - § 72502. Claims against districts; Applicability of Government Code All claims for money or damages against a district are governed by Part 3 (commencing with Section 900) and Part 4 (commencing with Section 940) of Division 3.6 of Title 1 of the Government Code except as provided therein, or by other statutes or regulations expressly applicable thereto.

The designation of the law of another state would violate this provision. It is possible to enter into a contract with no choice of law provision. In that situation the proper state law would be resolved through the applicable conflict of laws provisions in the event of litigation.

- **Insurance Requirements:** Unless otherwise specifically agreed to in writing in advance of execution of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement and/or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than “A-VI” in A.M. Best’s Insurance Rating Guide:
 - (i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence;
 - (ii) Commercial Automobile Liability insurance for “any auto” with combined single limits of liability of not less than \$1,000,000 per occurrence;
 - (iii) Professional Liability insurance (also known as “Errors and Omissions” insurance) with a limit of liability of not less than \$1,000,000 per occurrence; and
 - (iv) Worker’s Compensation and State Disability insurance as required under law.



Each policy shall contain an endorsement naming the Bakersfield College Foundation as an additional named insured insofar as this Agreement is concerned, and provide that written notice shall be given to the Foundation at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Prior to rendering Services hereunder, and at Contractor's expense, Contractor shall furnish the Foundation with a Certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the Foundation a certified copy of the required new or renewal policy and certificates for such policy. Nothing herein concerning minimum insurance requirements shall reduce the Consultant's liabilities or obligations under the indemnification provisions of this Agreement.

Software agreements require evidence of cybersecurity coverage.

- **Dispute Resolution:** We cannot accept binding arbitration. If the agreement includes such wording, ask the vendor to remove or replace with other language.
- **Signature Block:** Bakersfield College Foundation obo *COLLEGE NAME*. Signatory authority is Cheryl Scott, Executive Director.

Software requirements:

Here are the items that need to be reviewed in contracts from an IT perspective. Also note that if this requires any IT work it must be submitted via your VP for consideration and prioritization.

1. Are the ADA standards provided and in compliance with Section 508, WCAG, and ADA provided and current?
2. Provide a copy of VPAT policy.
3. Clear security industry standard identified that follow best practices or standards (ex. NIST, ISO, etc.)?
4. What are the plans for scheduled maintenance and are they coordinating with the college?
5. Are there redundant connections and DR planning – Data, power, internet, etc.?
6. What are the criteria for extracting our data when the agreement ends (suggest 90 days in a common format)?
7. Is our data required to remain in the USA (FERPA requires information to remain in the USA)?
8. If there is a breach of our data, are there cost recovery limits addressed in the contract (actual expenses which could be millions)?
9. Is there a need for FERPA compliance? Has it been met?
10. Are there information copyright or intellectual property concerns?
11. What is the data extraction criteria at the end of the agreement- suggest 90 days in a common format?