



CONTRACT REVIEW CHECKLIST

Today's Date: _____

Contract Due Date: _____

Department Initiating Contract: _____

Individual Responsible for Contract: _____

Contract Purpose/Consideration:

(What is the purpose of the proposed contract, and what are the terms of consideration? Consideration describes what is being provided, by whom and to whom, and at what cost.)

Contract Terms: Commencement Date _____

Expiration Date _____

Cost _____

Reviews/Approvals

UOG's Supply Management Administrator	<input type="checkbox"/> Necessary	<input type="checkbox"/> Completed	<input type="checkbox"/> N/A
Legal Counsel	<input type="checkbox"/> Necessary	<input type="checkbox"/> Completed	<input type="checkbox"/> N/A
Capital Improvement Coordinator	<input type="checkbox"/> Necessary	<input type="checkbox"/> Completed	<input type="checkbox"/> N/A
Dean/Director of Dept. Initiating Contract	<input type="checkbox"/> Necessary	<input type="checkbox"/> Completed	<input type="checkbox"/> N/A

All questions must be answered.

I. Initial Review

_____ Have you read the contract in its entirety and agree that it meets the needs of your department?
What, if any, exceptions to UOG contract guidelines and procedures have been requested?

Who approved these?

_____ Are all attachments and exhibits references in the contract attached?
_____ Is this a construction based contract?

_____ Is it for under \$25,000?

_____ Have you obtained necessary review from the Supply Management Administrator?

_____ Have you asked for a purchase order to be generated from the Purchasing Department?

_____ Is it for over \$25,000?

_____ Have you obtained the necessary review from the Capital Improvement Projects Coordinator?

_____ Is the agreement for the purchase of goods/services?

_____ If yes, has the University's Supply Management Administrator conducted the necessary review for compliance with the UOG Procurement Manual?

_____ If sole sourcing is requested, has it been justified pursuant to established guidelines and approved by the VPAF or Comptroller?

_____ Is the agreement to hire or provide entertainment services?

_____ If yes, has the Dean/Director of the responsible department or the advisor of the University student group conducted the necessary review?

_____ Is this agreement to provide or receive educational services?

_____ If yes, has the Dean/Director of the responsible department conducted the necessary review?

_____ Is this agreement to utilize University resources and/or facilities?

_____ If yes, are you sure the resource/facility is available?

_____ If yes, has the Dean/Director of the responsible department conducted the necessary review?

_____ If over \$25,000, is there a bid security in the amount of 15% of the total amount of the bid?

Note: Construction contracts \$25,000 or more require a 100% performance bond at contract signing.

II. Identification of Parties

_____ Is the University properly identified?

_____ Is the other party properly identified?

_____ Are abbreviated and designated descriptions of the parties consistent throughout the contract?

III. Consideration/Business Terms

_____ Is the consideration properly and accurately stated?

_____ If payments are to be made by the University, does the contract specify when payments are due and where they should be remitted to?
a) Are payment terms standard (i.e., 30 days following submission of invoice)?
b) No advance payment allowed.
c) If initial payment requested, is the reason acceptable pursuant to the relevant guidelines?
_____ Are funds available for this contract?

IV. Duties and Obligations

_____ Where will the proposed contract activities take place?

_____ Is each obligation described with sufficient clarity so that the parties know what is being performed and how it will be performed?
_____ Does the contract properly identify the responsibility for National, State and Local code requirements?

V. Terms and Termination

_____ Does the contract contain a clearly ascertainable starting and ending date?
_____ Have you ensured there is no automatic renewal clause?

VI. Insurance Clause

_____ Is there an insurance requirement clause in the contract?
_____ If yes, are the requirements consistent with the University requirements?
_____ Does the contract require exchange of information by way of Certificates of Insurance?
_____ Is the other party required to name the University as an additional insured?

VII. Indemnity

_____ Does the contract contain an indemnity clause?
_____ If yes, is the indemnity clause consistent with the University requirements?
Does the risk and size of the contract require that financial statements be furnished to UOG and assessed?

VIII. Default

- _____ Does the contract provide for termination in the event of default?
_____ Are the instances establishing default described with clarity and specificity?
_____ Are the following included in the list of instances resulting in default?
_____ Unsatisfactory Performance
_____ Non-payment
_____ Unexpected change in contract terms
_____ Is the ability to terminate in the event of default applied with equal force to both parties?
_____ Is there a provision for written notification of default to the defaulting party?

IX. Force Majeure

- _____ Does the contract contain a force majeure clause?
_____ Does the force majeure clause address delay in performance caused by forces beyond the parties' control?

X. Miscellaneous Provisions

- _____ Does the contract contain an entire agreement clause?
_____ Is the contract governed by the Laws of the Territory of Guam.
_____ Are the necessary facilities available for this contract?

XI. Execution

- _____ Does the person signing the contract have the authority to sign on behalf of the University?
_____ Does the other party's representative have the authority to sign on behalf of the other party?

XII. For Federally Funded Contracts Only:

- _____ Does the person responsible for this contract (ref. p.1) understand and acknowledge the responsibility of maintaining a Time & Effort Report? _____
(Signature of responsible person)

_____ For sub-recipient programs, does the person responsible for this contract (ref. p.1) understand and acknowledge the monitoring and reporting responsibilities of this federal program?

(Signature of responsible person)

Submitted by:

Sign: _____ Print: _____ Date: _____