

COLLEGE LABOR ATTORNEY INFORMATION

1. Company name, location and mailing address of the office that will lead the effort, and contact information.
2. Name, address, title, telephone, e-mail address and fax number of the person who would be responsible for the College contract.

SUBMITTAL ACCEPTANCE

Submittals will be judged on the completeness and quality of content as described in this Request for Proposal. Only those submittals that contain complete information as required by these specifications will be considered for evaluation.

RIGHT OF AWARD OR REJECTION

Submission of a response shall indicate to the College that the proposer accepts all the terms and conditions contained in this RFP and associated documents. It is understood that all submittals shall become a part of the public file on this matter without obligation to the College. The College may reject any submittal that does not comply with all the prescribed submission procedures and requirements in this Request for Proposal, and may, for good cause, reject any or all submittals, or any part of a submittal, upon a finding that it is in the public interest to do so.

INQUIRIES

Questions that arise during preparation of the RFP shall be submitted by email to crichards@socc.edu who will forward questions to the Southwestern Oregon Community College Vice President of Administrative Services.

All questions must be received by crichards@socc.edu no later than March 9, 2021 at 3:00 p.m. All questions and answers thereto shall be provided by March 15, 2021 at 3:00 p.m.

SCHEDULE OF EVENTS

February 19 – March 18, 2021	Advertisement of Request for Proposal
March 9, 2021 at 3:00 p.m.	Last day to submit questions about the RFP
March 15, 2021 at 3:00 p.m.	Addendum Q & A posted on ORPIN
March 18, 2021 at 3:00 p.m.	Last day to submit proposals for consideration
March 18 – April 1, 2021	Initial screening and selection for Board of Education interviews
April 2, 2021	Notification of firms selected for interview
April 26, 2021	Board of Education interviews (if deemed necessary)
April 27, 2021	Anticipated appointment of College Labor Attorney

CONTRACT

The College Labor Attorney will initially be appointed for three years beginning July 1, 2021 and ending June 30, 2024. The appointment shall be in accordance with Board Policy 6031 *Appointment of Board College Labor Attorney*. With Board of Education approval, a two year extension may be given after the initial three year appointment, for a total of five years. After five years, the Board of Education is required by its bylaws to solicit proposals for College Labor Attorney services. When an appointment is not extended, the Board of Education will direct the College President or his/her designee to prepare criteria for College Labor Attorney services for Board of Education approval and to solicit proposals from firms or individuals desiring to provide College Labor Attorney services.

Contracts may be reopened by either party in October of any year. Before November 15th, either party may give notice to terminate the contract effective June 30th of the next year.

This procedure does not prevent the Board of Education from taking action to revoke the appointment of a College Labor Attorney at any time upon affirmative vote of five (5) members of the Board of Education at a Board meeting. The successful proposal and all terms and conditions contained in this Request for Proposals will be made part of the contract. The management of this contract for the College will be the direct responsibility of the Vice President of Administrative Services.

In the event that the contractor fails to carry out or comply with any of the terms and conditions of the contract, the College reserves the right to demand remedy of any failure or default within ten (10) days. In the event that the contractor fails to remedy the failure or default within the specified period, the College shall have the right to cancel and terminate the contract without additional notice.

INTERPRETATION OF SPECIFICATIONS

No officer or employee of Southwestern Oregon Community College has any authority to place any interpretation, either verbal or written, upon the foregoing or annexed specifications without written approval from the Office of Administrative Services.

PROHIBITION OF ALTERNATIONS

Proposals which are incomplete or that contain irregularities of any kind, which are not in conformity with the law may be rejected.

ACCEPTANCE OF CONDITIONS

Each bidder, by the submission of a proposal, assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby.

EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

By submitting this proposal, the bidder certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon Governments having responsibilities for the enforcement of such laws, shall be supplied to the College upon request for purposes of investigation to ascertain compliance with such acts, regulations and orders.

DEPARTURES FROM TERMS OF CONTRACT

No direction or approval given by the College or any representative of the College which deviates in any respect from the specifications or other contract documents shall be valid or recognized unless and until the same is reduced to writing and issued in the form of a written order over the signature of the Vice President of Administrative Services.

NON-ASSIGNABILITY

Neither the Contract nor any interest of the College Labor Attorney therein can be transferred to any other person or persons without the written consent of the College, and any such attempted transfer shall be utterly void and may be treated by the College as a willful failure or refusal on the part of the College Labor Attorney to perform the Contract according to its terms and conditions.

PROHIBITED INTERESTS

No official of the College who is authorized in such capacity and on the behalf of the College to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any furnishing of service for the College, shall become directly or indirectly interested personally in this contract or any part thereof. No officer, or employee, of or for the College who is authorized in such capacity and on behalf of the College to exercise any legislative, executive, supervisory, or other similar functions in connection with the services provided or in any part thereof, items, insurance contract, or any other contract pertaining thereto, shall become directly or indirectly interested personally in this contract or any part thereof.

RESERVATIONS

The Board of Education of Southwestern Community College herein expressly reserves the following rights:

- To negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the College. The College does not intend to award a contract solely on the basis of any response made to this request for proposals or in any way to pay for information solicited or obtained. The information obtained will be used in determining what seems to best serve the interest of the College.
- To adjust the time table of this Request for Proposal.
- To adjust potential addenda.
- To seek clarification of each proposal.
- To negotiate the Statement of Work within the scope of work described below.
- To reject any or all proposals as permitted by Oregon Statute, Oregon Community College Rules of Procurement or Administrative Rule.
- To consider the competency and responsibility of bidders and of their proposed subcontractors in making the award.
- To cancel the solicitation, if such cancellation would be in the public interest.
- Where applicable, in the event any proposer to whom the contract is awarded shall default in executing said formal contract or in furnishing a satisfactory Performance Bond within the time and in the manner herein specified, to re-award the contract to another bidder or bidders as provided by statute.
- In the event only one proposal is received, the Vice President of Administrative Services may, at their election, go out for bid again.
- To make the award based on its best judgment as to which contractor will provide services which best meets the College’s needs and expectations.
- Where applicable, to make such changes or corrections in plans, specifications, or quantities as it may deem necessary prior to the proposal opening. College Labor Attorneys will be notified of such changes in writing by addenda mailed to the address on file in the College’s Purchasing Department.

EVALUATION CRITERIA

Proposals will be evaluated on the following criteria.

CRITERIA
Number of years of experience providing personnel related services and labor relations services for the public sector.
Provide professional vita for persons who would provide personnel related services and professional vita for persons who would provide labor relations services.
Provide a narrative about experiences that are relevant to the personnel related services and the labor relations services in the request for proposal solicitation.
List no more than five (5) Oregon clients for whom relevant personnel and labor relations have been provided for the last three to five years. Please provide the name and telephone number of a contact person for personnel services and for labor relations services for each client.
On a separate sheet of paper, provide a fee proposal. Separate fees for personnel services from labor relations services. Identify per diem and travel charges.

Please also include the information below in your proposal:

1. Company name, location and mailing address of the office that will lead the effort, and contact information.
2. Name, address, title, telephone, e-mail address and fax number of the person who would be responsible for the College contract.

An evaluation committee will review the proposals and evaluate them according to the above criteria. Submittals will be judged on the completeness and quality of content as described in this Request for Proposals. Only those submittals that contain complete information as required by these criteria will be considered for evaluation and selected for the Board of Education interviews. Individuals selected for a Board of Education interview may be asked to respond to additional written questions before the interview.

INCURRED COSTS

Neither the College nor its the Board of Education are liable for any costs incurred by a legal firm, associations, or attorneys in the preparation of the RFP or attending an interview.

PROTEST PROCEDURES

SOLICITATION PROTEST

Prospective proposers may submit a written protest, or request for change, of particular solicitation provisions, specifications or contract terms and conditions to the College no later than seven calendar days prior to the close of the solicitation. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provisions, specification, or contract terms and conditions. No protest against selection of a College Labor Attorney, because of the content of solicitation provisions, specifications or contract terms and conditions shall be considered after the deadline established for submitting such protest.

SELECTION PROTEST

Every proposer who submits a response to an RFP shall be informed of the proposer to whom the contract has been awarded. A proposer, who has submitted a proposal and claims to have been adversely affected or aggrieved by the selection of a competing proposer, shall have seven calendar days after receiving the notice of selection to submit a written protest of the selection to the Southwestern Vice President of Administrative Services. To be adversely affected or aggrieved, a protester must claim why all other proposers were ineligible for selection because their proposals were non-responsive or the proposers non-responsible. The College shall not consider a selection protest submitted after seven calendar days from the notice of selection.

PROTEST REVIEW

The Vice President of Administrative Services shall have the authority to settle or resolve a written protest submitted in accordance with the Protest Sections above. The Vice President of Administrative Services shall promptly issue a written decision.

PROTEST SUBMISSION

All protest submissions shall be clearly identified and submitted to:

Southwestern Oregon Community College
Attention: Jeffrey J. Whitey
Vice President of Administrative Services
1988 Newmark Avenue, Room 511
Coos Bay, OR 97420

INSURANCE REQUIREMENTS

Proposer shall secure, at their own expense and keep in effect during the term of any Contract, Worker's Compensation Insurance in compliance with OR 656.017, which requires subject employers to provide Oregon worker's compensation coverage for all their subject workers.

Proposer shall secure, at their own expense and keep in effect during the term of any Contract, occurrence form commercial general liability and automobile liability insurance for the protection of Contractor, College, its Board of Directors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than One Million dollars (\$1,000,000.00) combined single limit per occurrence.

Proposer may be required to provide College with evidence of professional errors and omissions liability insurance for the protection of College Labor Attorney and its employees, insuring against bodily injury and property damage and arising out of or resulting from College Labor Attorney's negligent acts, omissions, activities or services, in an amount not less than \$1,000,000.00 combined single limit per occurrence.

NOTICE OF CANCELLATION OR CHANGE

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to Southwestern Oregon Community College.

CERTIFICATES OF INSURANCE

Where applicable, as evidence of the insurance coverage required by this Contract, the College Labor Attorney shall furnish acceptable insurance certificates to Southwestern Oregon Community College prior to issuance of a Notice to Proceed. The certificate will specify all of the parties who are Additional Insured. Insuring Companies or entities are subject to Southwestern acceptance. If requested, complete copies of insurance policies, trust agreements, etc., shall be provided to Southwestern. The College Labor Attorney shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

SCOPE OF WORK

The College's Labor Attorney will have a minimum of five years' experience as an attorney providing personnel and labor relation services for the public sector in Oregon. Negotiations experience for community colleges is preferred. Experience and the willingness to participate in the strategies of alternative methods of bargaining is required.

The Labor Attorney services will involve assistance to the College Board and administrative staff, as requested, on a wide range of personnel administration issues and policies including but not limited to:

- Affirmative Action
- Discipline Procedures
- Performance Evaluations
- Employee Orientation
- Wage-Hour Questions
- Employee Screening and Selection
- Policy Development and Administration
- Worker's Compensation
- Employee Classification Systems
- Terminations

The labor relations will primarily involve providing services to the College Board and administration on a wide range of labor relation issues and policies including but not limited to:

- Employee Contract Evaluation
- Negotiations – Role of Head Negotiator and/or College Labor
- Attorney Staff Training
- Contract Management
- Representation at ERB Hearings
- Representation during Arbitration
- Alternative Methods of Bargaining

The College has two labor contracts:

1. Southwestern Oregon Community College Faculty Association, Local 3190, AFT-OFT – Expires June 20, 2024.
2. Southwestern Oregon Community College Classified Federation, Local 3972, AFT, AFL-CIO –Expires June 30, 2021.

Southwestern Oregon Community College does not discriminate on the basis of race, color, gender, sexual orientation, marital status, religion, national origin, age, disability status, gender identity, or protected veterans inemployment, education, or activities as set forth in compliance with federal and state statutes and regulations.