



CENTRAL OREGON COMMUNITY COLLEGE

REQUEST FOR PROPOSAL

1617-26

GENERAL COUNSEL & LEGAL SERVICES

Date Issued: September 2, 2026

Proposals Due: October 5, 2026 at 2:00 p.m. (Pacific)

Submission Method: Electronic PDF submission via email to procurement@cocc.edu. Late proposals will not be accepted.

Contact:

Central Oregon Community College
Procurement Office
procurement@cocc.edu

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SECTION 1: REQUEST FOR PROPOSAL (RFP)

Proposals for RFP **1617-26** for Central Oregon Community College (“COCC” or “College”) will be accepted by COCC’s Procurement Office electronically at procurement@cocc.edu until **2:00PM (Pacific) on October 5, 2026**. Proposals received after the time fixed for receiving proposals cannot and will not be considered.

A complete set of RFP documents may be obtained by going to the following web address, https://cocc.edu/departments/cfo/procurement/public_solicitations, or by contacting the COCC Procurement Office at procurement@cocc.edu.

All Proposals submitted shall contain a statement as to whether the proposer is a resident or non-resident proposer, as defined in ORS 279A.120.

Pursuant to ORS 279B.100, the College may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and may reject all Proposals if, in the judgment of the College, it is in the public interest to do so.

Proposals may not be withdrawn after the submission deadline and before contract award, unless the award is delayed more than ninety (90) days from the proposal due date.

The College is not responsible for any proposers’ costs incurred while submitting a proposal; all proposers who respond to solicitations do so solely at their own expense. Central Oregon Community College, a Community College District created within the context of Oregon Revised Statutes, is an Equal Opportunity Employer. Minority and Women-Owned Businesses are encouraged to participate in this solicitation.

The College may waive any or all informalities and irregularities, may reject any proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all proposals upon a finding of the College that it is in the public interest to do so.

The COCC Procurement Office is the sole point of contact for this solicitation. All communication between the proposer and the College regarding this solicitation shall be in writing, and submitted to the email address listed above.

Proposers are to rely on written statements issued exclusively by the COCC Procurement Office. Any other communication will be considered unofficial and non-binding. Communications directed to anyone other than the COCC Procurement Office will have no legal bearing on this RFP or the resulting contract(s).

SECTION 2: SCHEDULE

The schedule of events set out herein represents the College’s best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the

schedule will be shifted accordingly.

2.1 SOLICITATION SCHEDULE

RFP ISSUANCE	SEPTEMBER 2, 2026
DEADLINE FOR QUESTIONS	SEPTEMBER 18, 2026
LAST ADDENDA ISSUED	SEPTEMBER 25, 2026
RFP CLOSURES	OCTOBER 5, 2026
EVALUATION	OCTOBER 6 – 16, 2026
INTERVIEWS (IF SCHEDULED)	OCTOBER 19 – 30, 2026
NOTICE OF AWARD	NOVEMBER 2, 2026
IMPLEMENTATION START DATE*	JANUARY 1, 2027

**Pending Board approval, when required.*

SECTION 3: INTRODUCTION AND GENERAL INFORMATION

3.1 COLLEGE INFORMATION

Central Oregon Community College is a comprehensive, two-year college offering career and technical education certificates and degrees, lower division transfer education, community education courses, and a variety of speakers and events for the community.

COCC was founded in 1949 and later established as an independent community college district. The College District encompasses approximately 10,000 square miles, serving all of Crook, Deschutes, and Jefferson Counties, as well as portions of Wasco and Klamath Counties.

Today, the College serves more than 13,000 students annually and is accredited by the Northwest Commission on Colleges and Universities. Central Oregon Community College is an affirmative action, equal opportunity institution and is governed by a locally elected Board of Directors.

The College operates across multiple campuses and instructional sites and serves a diverse population of traditional, non-traditional, part-time, and full-time students.

The College is governed by a seven-member Board of Directors elected by the residents of the College District to staggered four-year terms. Board members serve without compensation.

As an Oregon public body and public institution of higher education, COCC operates in a complex legal and regulatory environment. The College's legal needs span governance, public meetings and public records, employment and labor, student affairs, contracts and procurement, real property, risk management, regulatory compliance, and litigation. The College has three unions with negotiations taking place approximately every three years for each. The selected firm will work with the Board of Directors, President, executive leadership, and other authorized College representatives.

3.2 GETTING TO THE BEND CAMPUS AND MAP

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Campus maps, parking information, and driving directions are available at:
<https://www.cocc.edu/about/maps/>.

Visitors may pick up guest parking permits from the Information Office or Campus Safety, both located on the first floor of the Boyle Education Center. Proposers need to procure a temporary parking permit or use the campus map to determine where parking not requiring a permit may be located.

The College is not responsible for any costs incurred by the proposer for parking fines or towing charges.

Proposers are encouraged to review campus maps in advance when planning site visits, interviews, or on-campus demonstrations.

3.3 LANGUAGE

Conditions of this RFP that include the word “must” or “shall” describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. Failure to meet a mandatory requirement shall disqualify a proposal. This solicitation document and the proposer’s response information shall become part of the Contract.

3.4 STATUTORY AUTHORITY

The solicitation process is governed by applicable provisions of ORS Chapters 279A and 279B, the Central Oregon Community College Contracting and Procurement Rules, and other applicable law. This RFP and resulting Contract may be subject to other laws and rules. Proposers should obtain and become acquainted with the applicable provisions of the above laws and rules.

SECTION 4: INSTRUCTIONS TO PROPOSERS

4.1 QUESTIONS

- 4.1.1 It is the proposer’s responsibility, prior to deadline indicated in Section 2, to ask questions, request changes or clarifications, or inform the College if it believes the language, specifications, or requirements of an RFP are ambiguous, contradictory, contrary to law, or likely to limit competition.
- 4.1.2 Unless a different timeline is provided in the RFP, questions received less than seven (7) calendar days prior to the date proposals are due may not be answered. Clarifications of any provision of the solicitation document are binding only if the College amends the solicitation document by Addendum.
- 4.1.3 Failure of proposer to comply with provisions of Section 4.1.2 waives proposer’s rights to contend later that either the RFP or contract is ambiguous, contradictory, contrary to law or likely to limit competition.

4.2 ADDENDA

- 4.2.1 Any changes to this RFP will be issued by addenda. Proposers must acknowledge receipt of all addenda by completing the appropriate section of the Proposal Response Form (Attachment A).
- 4.2.2 All addenda will be posted on the College's solicitation webpage and may also be distributed by email. The College will make a good-faith effort to notify prospective proposers of issued addenda by email using the contact information provided at the time of registration or inquiry. It is the sole responsibility of each prospective proposer to monitor the solicitation webpage and/or email communications and to ensure that all addenda have been received and reviewed prior to submitting a proposal.
- 4.2.3 At its discretion, the College may extend the RFP closing date and time to allow prospective proposers to review and respond to addenda. Any extension of the closing date and time will be announced in the applicable addendum.
- 4.2.4 Addenda shall be issued within a reasonable time to allow prospective proposers to consider the addenda in preparing their proposals, but in no case less than 72 hours before the RFP closing time unless it is in the public interest to do so.
- 4.2.5 It is the proposer's responsibility to check for addenda, responses to inquiries and/or questions, cancellations, or intents to award, and any and all additional information regarding this opportunity. It is not the College's responsibility to ensure that participating proposers have received any of the above.

4.3 RECEIPT AND OPENING OF PROPOSALS

- 4.3.1 No responsibility will be attached to any official of the College for the premature opening of, or the failure to open, a proposal not properly addressed and identified. It is the proposer's responsibility to ensure that the proposal has been delivered electronically to the email address specified on the cover page.
- 4.3.2 At the time fixed for the opening, the proposals shall be opened to avoid disclosure of contents to competing proposers. No information, other than the name of the proposer, will be disclosed before notice of award of the contract identified herein or until this solicitation is terminated or cancelled.

4.4 IMPLIED REQUIREMENTS

Any products or services not explicitly identified in this solicitation, but necessary to deliver the functionality proposed by the proposer, must be included in the proposal.

4.5 INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

Proposers shall promptly notify the College of any ambiguity, inconsistency or error that it may discover upon examination of the solicitation documents or of the proposed sites (if defined) and local conditions. Proposers requiring clarification or interpretation of the solicitation documents shall make a request via email to the COCC Procurement Office.

4.6 PROPOSAL ERRORS

The College is not responsible for any error or omission proposer makes in submitting its proposal. Proposer will not be allowed to alter proposal documents after the deadline for submission. The College reserves the right to contact the proposer for clarification of proposal contents.

4.7 MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 4.7.1 A submitted Proposal may not be withdrawn or canceled by the proposer ninety (90) calendar days following the time and date designated for the receipt of proposals or modified except by College-requested non-material clarification and supplementary submittals. (Material content involves quality, quantity, price and delivery.)
- 4.7.2 Proposals submitted early may be modified or withdrawn only by notice to the COCC Procurement Office prior to the time and date designated for receipt of proposals. Such notice shall be transmitted via email.
- 4.7.3 Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided they are fully in conformance with the Instructions to proposers.

4.8 PROTEST OF SOLICITATION DOCUMENTS

- 4.8.1 Procedures for protesting solicitation documents are set forth in Oregon Administrative Rule OAR 137-047-0730.
- 4.8.2 Proposers who believe that any provision of this RFP is unnecessarily restricts or limits competition may submit a written protest to the COCC Procurement Office in accordance with that rule.
- 4.8.3 Protests concerning the RFP, including requests for changes of particular provisions or specifications or other terms and conditions, shall be submitted in writing no later than seven (7) calendar days following the issuance date of this RFP. Any such protest shall include the reason for the protest supported by documented factual information and any proposed changes to the requirement. The College shall review the protest, and shall respond in writing, albeit on a preliminary basis, not later than four (5) calendar days before the closing date for submittals. The College will not consider any solicitation protest submitted after the deadline established herein.

4.9 PROTEST OF AWARD

- 4.9.1 Pursuant to OAR 137-047-0740, the College will issue the Notice of Intent to Award when a proposer has been identified for recommendation for award.
- 4.9.2 Any proposer who claims to have been adversely affected or aggrieved by the selection process and wishes to protest any part of the process and any associated decision shall deliver a written protest within seven (7) calendar days after Notice of Intent to Award is issued, or as calculated by the Oregon Rules of Civil Procedure ORCP 10(A). To be adversely affected or aggrieved, the proposer must demonstrate that higher-ranked proposers were ineligible for selection and provide all necessary detail for such a claim. Claims made without supporting detail will not be considered. The College will not consider any protest submitted after the protest period

established herein. The College will immediately consider all timely and detailed protests and will rule on the validity of each protest at its earliest opportunity. All such rulings will be final.

4.10 PUBLIC RECORD

- 4.10.1 All proposals submitted become the property of the College and, as such, are considered public information and subject to public disclosure under Oregon's public records laws, including ORS 192.345 and ORS 192.355, and consistent with ORS 279B.060(2)(b), which allows the College to withhold exempt or conditionally exempt proposal information.
- 4.10.2 Following the Notice of Intent to Award, the public may view proposal documents, but the College is entitled to withhold from disclosure any materials defined as exempt or conditionally exempt from disclosure pursuant to the Oregon Public Records Act.
- 4.10.3 Pages or specific information specifically marked "proprietary" and submitted in a separate envelope will be treated as such unless they are in violation with the ORS listed above.
- 4.10.4 Unless pages qualify as such within the context of the regulations stated in the preceding paragraph, the College will make available to any person requesting information through the College's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any proposer to do so. Prices, makes and model or catalog numbers of items offered; scheduled delivery dates; and terms of payment will not be confidential but will be publicly available regardless of any designation to the contrary.
- 4.10.5 Proposers not awarded the Contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee, subject to the College's authority to withhold documents, as stated above.

4.11 PROPOSER REPRESENTATION

- 4.11.1 Proposers, by the act of submitting their proposals, represent that they have read and understand the proposal documents, they have familiarized themselves with the local conditions under which the work will be done, and their proposal is based on the requirements described in the proposal documents without exception. Further, proposals submitted shall be made in accordance with all applicable laws, regulations, ordinances, and resolutions dealing with or related to this procurement.
- 4.11.2 The failure or neglect of a proposer to examine such documents, laws, regulations, ordinances, or resolutions shall in no way relieve the proposer from any obligations with respect to the contract ultimately issued as a result of this RFP.
- 4.11.3 No claim for compensation will be allowed which is based upon a lack of knowledge of any aspect of the RFP, attachments, addenda (if any), laws, regulations, ordinances, or resolutions.

4.12 CONTRACT LANGUAGE

- 4.12.1 The proposal package and the signed College-issued Proposal Response Form by proposer shall be considered as an offer and acceptance of all terms and conditions of the Request for Proposal and its attachments.
- 4.12.2 Proposer shall carefully review all terms and conditions stated herein, and comment on any terms and conditions that they have concerns with. Additionally, proposer must submit any amended or additional terms they want the College to review with their proposal. Terms and conditions not submitted with the Proposal will not be considered at any later date.
- 4.12.3 Should proposer require that a standard company contract be signed, a copy of this contract must be submitted along with the proposal.
- 4.12.4 If submitted, this contract will be evaluated to make certain that it does not deviate from the conditions of this proposal package. Should the submitted proposer contract deviate from the terms and conditions of the proposal package, said contract will be modified by the College for compliance.
- 4.12.5 Once this proposal has been awarded, and a valid contract has been signed, no other proposer contract language will be considered. Any contracts language submitted by the proposer after such award will be considered a counter offer and may be subject to rejection and/or cancellation.

4.13 CONFLICT OF INTEREST

By submitting a bid, a proposer certifies that no officer, agent, or employee of the College who has a financial interest in the resulting agreement has participated in preparation of the proposal or resulting agreement, that the bid was made in good faith without fraud, collusion, or connection of any kind with any other proposer of the same RFP and that the proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

4.14 RESERVATIONS

COCC reserves all rights regarding this RFP, including without limitation, the right to:

- 4.14.1 During the solicitation or negotiation process, reject all proposals and cancel the solicitation without liability;
- 4.14.2 Waive any and all irregularities in proposals submitted
- 4.14.3 Seek clarification of each firm's proposal;
- 4.14.4 Reject any proposal that fails to comply substantially with all prescribed solicitation procedures and requirements;
- 4.14.5 Negotiate the statement of work within the scope of work described in this RFP and to negotiate the rate;
- 4.14.6 Negotiate the final contract which is in the best interest of COCC considering cost effectiveness and the level of proposer time and effort required for the project;
- 4.14.7 Amend or extend the term of any contract that is a result of this RFP; and

4.14.8 Engage proposer for different or additional services independent of this RFP process and/or any contracts/agreements entered into pursuant hereto.

4.15 REJECTION OF PROPOSALS

4.15.1 The College reserves the right to reject any or all proposals received as a result of this request. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- a. Failure of the proposer to adhere to one or more of the provisions established in this RFP;
- b. Failure of the proposer to submit a proposal in the format specified herein;
- c. Failure of the proposer to submit a proposal within the time requirements established herein;
- d. Failure of the proposer to adhere to ethical and professional standards before, during or following the Proposal process;
- e. Failure of the proposer to provide all costs and fees requested and, in the format, specified; and
- f. The College may reject any proposal that does not comply with all prescribed public procurement procedures and requirements, including the requirement to demonstrate the proposer's responsibility under ORS 279B.110. The College may also reject, cancel, or postpone the solicitation or any or all proposals for good cause in the public interest, consistent with ORS 279B.100.

SECTION 5: SCOPE OF WORK

5.1 OVERVIEW

- 5.1.1 The College is soliciting proposals from qualified law firms to serve as its primary outside general legal counsel. The selected firm will provide timely, practical, strategic, and ethically sound legal advice and representation to the College's Board of Directors, President, administrators, and other authorized representatives, as requested.
- 5.1.2 Services may include, but are not limited to, advice and representation concerning governance; Oregon public meetings and public records laws; public contracting and procurement; contract drafting and negotiation; employment and labor matters; personnel administration; policies and procedures; risk management and insurance; tort claims; real estate, property acquisition and disposition, and land use; regulatory compliance; general liability; and the interpretation and application of existing or proposed local, state, and federal laws and regulations.
- 5.1.3 Services may include general advisory assistance, written or oral legal opinions, contract and policy review, administrative proceedings, claims, disputes, litigation, and other legal matters affecting the College.

5.2 LOCATION AND MANNER OF PERFORMANCE

- 5.2.1 Services may be performed remotely or at College facilities, Board meetings, hearings, proceedings, or other locations within or outside the College, as reasonably necessary and requested by the College.
- 5.2.2 The selected firm shall provide its own office space, equipment, technology, and administrative support. The College will not provide permanent workspace for the selected firm.
- 5.2.3 The selected firm must be able to communicate and exchange documents securely and efficiently through telephone, email, videoconferencing, electronic document-sharing platforms, and other commonly used technologies.
- 5.2.4 The selected firm must select a lead attorney to consistently attend Board meetings (currently scheduled at 5:45 p.m. on the second Wednesday of each month). These meetings are held at one of the College's campuses and the length of the meeting varies based on the agenda.
- 5.2.5 The selected firm must select a lead attorney to attend the quarterly Board Real Estate Committee meetings.

5.3 GENERAL LEGAL SERVICES

The selected firm shall provide legal services customarily associated with representation of an Oregon public body and institution of higher education. Services may include, but are not limited to, the following:

- 5.3.1 Board and Governance Support
 - a. Attend regular meetings, special meetings, work sessions, executive sessions, retreats, and other meetings of the College's Board of Directors when requested. The Board generally holds one regular evening meeting each month and may also hold special meetings, work sessions, and an annual retreat. Attendance requirements may vary depending on the matters under consideration.
 - b. Advise the Board, President, and authorized College representatives regarding governance, Board authority, ethics, policies, procedures, and compliance with applicable public meetings and public records requirements.
 - c. Review or prepare resolutions, policies, administrative rules, orders, and other governance documents, as requested.
- 5.3.2 General Advice and Legal Opinions
 - a. Provide timely oral and written legal advice to the Board, President, administrators, and other authorized College representatives.
 - b. Research, interpret, and advise regarding applicable federal, state, and local laws, regulations, administrative rules, court decisions, and other legal authorities.
 - c. Prepare legal opinions, recommendations, memoranda, and other written guidance, as requested.
 - d. Advise the College regarding proposed or enacted legislation and regulatory developments that may affect College operations.
- 5.3.3 Contracts, Procurement, and Business Matters
 - a. Draft, review, revise, negotiate, and interpret contracts, grants, cooperative agreements, intergovernmental agreements, leases, licenses, and other legal instruments.

- b. Advise the College regarding public contracting and procurement laws, policies, procedures, delegations of authority, solicitation documents, contract administration, disputes, and remedies.
- c. Assist College staff with legal matters involving business operations, risk allocation, insurance, indemnification, and contractual compliance.

5.3.4 Employment and Personnel Matters

5.3.5 Provide advice and representation concerning employment and labor matters, personnel administration, employee discipline, investigations, grievances, collective bargaining, discrimination, accommodation, civil rights, and other workplace matters.

5.3.6 Real Estate and Property Matters

Provide advice and assistance concerning real property acquisition and disposition, leases, easements, rights-of-way, land use, construction, public improvements, utilities, and other property-related matters.

5.3.7 Claims, Disputes, and Administrative Proceedings

- a. Review claims and disputes and advise the College regarding available options, potential exposure, settlement, and appropriate courses of action.
- b. Represent the College before governmental agencies, administrative bodies, arbitrators, mediators, courts, and other tribunals, as requested.
- c. Prepare pleadings, briefs, motions, filings, settlement documents, and other materials associated with contested matters.

5.4 LITIGATION AND SPECIALIZED LEGAL SERVICES

- 5.4.1 The selected firm shall provide or coordinate litigation and specialized legal services when requested by the College. Such services may be performed by attorneys within the selected firm or, with prior College approval, by outside counsel or consultants retained for a particular matter.
- 5.4.2 The selected firm shall recommend the approach it believes will provide the College with the appropriate expertise, responsiveness, continuity, and cost-effectiveness for each matter.
- 5.4.3 For purposes of this RFP, litigation and contested matters may include court proceedings, arbitration, mediation, contested administrative proceedings, contested land use proceedings, employment and civil rights claims, investigations, and disputes that are reasonably likely to result in formal proceedings.
- 5.4.4 The selected firm shall keep the College informed regarding the status, strategy, anticipated costs, risks, and material developments associated with litigation and other significant matters.

5.5 CLIENT AUTHORITY, COMMUNICATION, AND CONFLICTS

- 5.5.1 The selected firm's client is Central Oregon Community College as an institution. The firm shall take direction from the Board of Directors and from College officials authorized to request or direct legal services, consistent with applicable law, College policy, the terms of the resulting contract, and the Oregon Rules of Professional Conduct.

- 5.5.2 The selected firm shall promptly identify and disclose actual or potential conflicts of interest. The firm shall not undertake representation adverse to the College or representation involving individual Board members, employees, students, or other parties when such representation would create a conflict of interest or otherwise be prohibited by applicable professional standards.
- 5.5.3 The selected firm shall maintain appropriate confidentiality, privilege, information-security, and records-management practices for all College matters.

5.6 CONTRACT TERM

The anticipated initial contract term is three years. At the College's sole discretion, the contract may be extended for up to two additional one-year periods, for a maximum potential term of five years.

5.7 INVOICING AND BILLING

- 5.7.1 The selected firm shall submit invoices through the process designated by the College. Invoices shall not be delivered to individual College departments or work locations unless specifically authorized.
- 5.7.2 Invoices must be sufficiently detailed to allow the College to evaluate the services performed and charges incurred. At a minimum, invoices should identify:
 - a. The applicable matter or project;
 - b. The attorney or other professional performing the work;
 - c. The date and description of the services performed;
 - d. The time incurred and applicable billing rate;
 - e. Itemized expenses or other charges; and
 - f. The total amount due.
- 5.7.3 The College may require separate invoices, matter numbers, purchase order references, budget codes, or other billing information for particular matters.
- 5.7.4 Billing practices, reimbursable expenses, travel charges, rate adjustments, and the use of subcontracted or specialized counsel shall be governed by the resulting contract and the selected firm's accepted proposal.

SECTION 6: QUALIFICATIONS AND PERFORMANCE REQUIREMENTS

6.1 MINIMUM QUALIFICATIONS – PASS/FAIL

Proposers must meet each of the following minimum qualifications. A proposal that does not demonstrate compliance with these requirements may be rejected as nonresponsive.

6.1.1 Oregon Licensure

The lead attorney and each attorney proposed to provide Oregon legal advice or representation to the College must be an active member in good standing of the Oregon State Bar. Attorneys providing services in other jurisdictions or specialized areas must possess all licenses and qualifications required for those services.

6.1.2 Lead Attorney and Continuity of Service

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The proposer must designate a lead attorney who will have primary responsibility for the College's account. The proposer must also identify at least one qualified attorney who can provide continuity of service when the lead attorney is unavailable.

6.1.3 Public-Sector Experience

The lead attorney must have substantial experience representing Oregon public entities. Experience representing community colleges, other higher education institutions, public school districts, or similar public bodies is strongly preferred.

6.1.4 Required Experience

The lead attorney must have at least ten years of experience practicing law, including at least five years of experience advising Oregon public entities or handling matters governed by Oregon law.

6.1.5 Public Meetings and Governance Experience

The proposed legal team must have at least three years of experience advising public governing bodies subject to Oregon public meetings and public records laws.

6.1.6 Relevant Legal Capabilities

The proposer must demonstrate the qualifications, experience, staffing capacity, and subject-matter expertise necessary to provide the services described in Section 5, including the ability to provide timely assistance across the principal areas of law affecting the College.

6.1.7 Professional Standing

The proposer and proposed attorneys must be in good professional standing and must disclose any material disciplinary action, malpractice judgment, pending disciplinary proceeding, or other professional matter that could reasonably affect the College's evaluation of the proposer's qualifications or ability to perform the contract.

6.1.8 Availability for In-Person Services

The proposer must be able to attend meetings, hearings, proceedings, and other events in person when reasonably requested by the College. The proposer is not required to maintain an office within the College District.

6.2 DESIRABLE QUALIFICATIONS AND EXPERIENCE

The College will evaluate the extent to which the proposer and proposed legal team demonstrate the following qualifications:

- 6.2.1 Experience serving as primary outside general counsel to Oregon public entities.
- 6.2.2 Experience representing community colleges, other public higher education institutions, school districts, or similar educational entities.
- 6.2.3 Knowledge of federal and Oregon laws applicable to public higher education, including laws concerning governance, public meetings, public records, employment, civil rights, public contracting, risk management, real property, and regulatory compliance.
- 6.2.4 Experience advising elected or appointed governing boards, executive leadership, administrators, and other public employees.
- 6.2.5 Demonstrated ability to provide practical, timely, and strategic legal advice on a broad range of matters.

- 6.2.6 Demonstrated ability to manage litigation, administrative proceedings, investigations, specialized legal matters, and outside counsel when appropriate.
- 6.2.7 Sufficient staffing, administrative support, and technological capabilities to provide responsive and continuous service.
- 6.2.8 A record of high-quality, ethical, responsive, and cost-effective legal services.
- 6.2.9 Experience working collaboratively with clients to identify legal risk, develop practical solutions, and support the client's operational and strategic objectives.

6.3 CONFLICTS OF INTEREST

- 6.3.1 Proposers must disclose all actual or potential conflicts of interest known at the time of proposal submission, including current representations that are adverse or potentially adverse to the College.
- 6.3.2 The selected firm must maintain procedures for identifying and promptly disclosing actual or potential conflicts throughout the contract term.
- 6.3.3 Conflict determinations and any requested waivers will be addressed in accordance with Section 5.5, the Oregon Rules of Professional Conduct, and the resulting contract. The College retains sole discretion to determine whether granting a requested waiver is in the College's best interest.

6.4 STAFFING AND ASSIGNMENT OF WORK

- 6.4.1 The selected firm shall assign work to attorneys and other professionals with the appropriate experience and level of responsibility for the matter.
- 6.4.2 The selected firm should use lower-cost attorneys, paralegals, or other qualified professionals when doing so is appropriate, efficient, and consistent with the quality of service required.
- 6.4.3 The College will not be charged for time required to provide basic training to attorneys or staff who lack the knowledge or experience reasonably expected for the assigned matter.
- 6.4.4 The selected firm shall obtain the College's prior approval before:
 - a. Assigning more than one attorney to attend the same meeting, interview, deposition, hearing, or similar proceeding when the College would be billed for each attendee;
 - b. Engaging outside counsel, consultants, investigators, experts, or other third parties on the College's behalf; or
 - c. Making a material change to the lead attorney or other key personnel identified in the accepted proposal
- 6.4.5 The College may retain separate or specialized legal counsel for any matter. When requested, the selected firm shall cooperate and coordinate with such counsel.

6.5 MANAGEMENT OF LEGAL WORK AND COSTS

- 6.5.1 The selected firm shall manage legal work efficiently and shall communicate with the College regarding the anticipated scope, timing, staffing, and cost of significant assignments.
- 6.5.2 Before undertaking research, discovery, investigation, or other work that is expected to require substantial time or expense, the selected firm shall consult with the authorized College

representative and obtain approval to proceed. The College and selected firm may establish specific authorization thresholds in the resulting contract or matter-opening procedures.

6.5.3 The selected firm shall not bill the College for:

- a. Preparing, reviewing, correcting, or discussing the firm's invoices;
- b. Internal administrative or quality-control activities that are part of the firm's ordinary overhead;
- c. Resolving conflicts created by the firm's representation of another client;
- d. Training attorneys or staff regarding foundational legal principles or areas of law they should reasonably understand before accepting an assignment; or
- e. Duplicative attendance or effort that was not requested or approved by the College.

6.5.4 The selected firm shall promptly notify the College if the anticipated cost, scope, timing, or risk associated with a matter materially changes.

6.6 COMMUNICATIONS AND RESPONSIVENESS

6.6.1 The lead attorney or another qualified attorney shall acknowledge communications from authorized College representatives within one business day. Communications involving urgent or time-sensitive matters must be addressed as promptly as reasonably necessary under the circumstances.

6.6.2 The selected firm shall keep authorized College representatives reasonably informed regarding the status of matters, significant developments, upcoming deadlines, strategic decisions, risks, and anticipated costs.

6.6.3 The selected firm shall consult with the College before making significant strategic decisions, initiating legal proceedings, making settlement commitments, or taking other material action on the College's behalf, except when immediate action is reasonably necessary to protect the College's interests.

6.6.4 The selected firm shall coordinate with specialized counsel, insurers, consultants, governmental entities, and other parties when requested or authorized by the College.

6.7 REPORTING AND RECORDS

6.7.1 The selected firm shall provide periodic reports regarding the status of active legal matters, services performed, anticipated activities, material risks, and projected costs in a format and at intervals established by the College.

6.7.2 The selected firm shall promptly provide the College with copies of material correspondence, pleadings, decisions, agreements, filings, and other substantive documents received or produced in connection with College matters.

6.7.3 Files and records created or maintained on the College's behalf shall be available to the College upon request, subject to applicable law, privilege, ethical obligations, and reasonable records-management procedures.

6.7.4 At the conclusion of a matter or termination of the contract, the selected firm shall cooperate in the orderly transfer of College files and information to the College or successor counsel.

SECTION 7: PROPOSAL SUBMISSION AND CONTENT REQUIREMENTS

7.1 PROPOSAL SUBMISSION AND CONTENT REQUIREMENTS

- 7.1.1 Proposals must be submitted electronically through the method identified in the RFP schedule and solicitation instructions. The proposal must be received by the College no later than the proposal closing date and time.
- 7.1.2 Proposers are responsible for ensuring that their proposals are complete and successfully received before the submission deadline. The College is not responsible for transmission delays, technical difficulties, incomplete uploads, or other circumstances that result in a late or incomplete submission.
- 7.1.3 Proposals submitted after the deadline will not be considered except as otherwise permitted by applicable law or the College's procurement rules.
- 7.1.4 Proposals must remain valid for the period stated in this RFP.

7.2 AUTHORIZED SIGNATURES

- 7.2.1 The proposal must be signed electronically or manually by an individual authorized to bind the proposer.
- 7.2.2 By signing and submitting a proposal, the proposer certifies that it:
 - a. Has reviewed and understands the requirements of this RFP;
 - b. Has authority to submit the proposal and enter into a resulting contract;
 - c. Certifies that the information contained in the proposal is accurate and complete; and
 - d. Agrees that its proposal may be incorporated into the resulting contract.

7.3 GENERAL FORMAT REQUIREMENTS

- 7.3.1 Proposals should be clear, concise, well organized, and responsive to the requirements of this RFP. Proposers should provide sufficient information for the College to evaluate the proposal without including unnecessary promotional material.
- 7.3.2 Proposals must follow the order and headings identified in Section 7.5
- 7.3.3 The main proposal must not exceed 30 pages. Pages exceeding the limit may be excluded from evaluation.
- 7.3.4 The following items do not count toward the page limit:
 - a. Cover page;
 - b. Table of contents;
 - c. Cover letter of no more than two pages;
 - d. College-provided forms;
 - e. Fee proposal;
 - f. Required disclosures and certifications;
 - g. Proof of insurance or evidence of insurability; and
 - h. Resumes of no more than two pages per individual.
- 7.3.5 Proposals should use an easily readable font of approximately 11 points or larger. Tables, charts, and graphics may use a smaller font when necessary, provided they remain legible.

- 7.3.6 College-provided forms must be completed as instructed and may not be materially altered. Additional pages may be included only when permitted by the applicable form

7.4 CONFIDENTIAL OR EXEMPT INFORMATION

- 7.4.1 Proposals submitted in response to this RFP are subject to Oregon public records laws.
- 7.4.2 A proposer requesting that particular information be treated as exempt from disclosure must clearly identify each portion of the proposal for which protection is requested and state the legal basis for the claimed exemption.
- 7.4.3 Merely marking an entire proposal “confidential” is not sufficient. The College will determine whether information is subject to disclosure in accordance with applicable law and does not guarantee that information identified by a proposer will be withheld.

7.5 PROPOSAL CONTENTS

Proposals must include the following sections in the order listed.

7.5.1 Cover Letter and Proposal Forms

- a. A cover letter of no more than two pages summarizing the proposer’s interest in serving the College, its primary qualifications, and the characteristics that distinguish its proposed approach;
- b. The completed Proposal Response Form and all required certifications;
- c. Identification of any exceptions or requested changes to the College’s proposed contract terms and conditions; and
- d. Evidence that the proposer can satisfy the College’s insurance requirements. A certificate naming the College as an insured or additional insured is not required until requested by the College or upon contract award.

7.5.2 Firm Information

- a. The proposer’s legal name, business address, contact information, organizational form, ownership, and organizational structure;
- b. A brief history of the firm, including the number of years in operation and the nature and scope of its legal practice;
- c. The location of the offices from which the College’s work would primarily be performed;
- d. A description of the firm’s administrative, technological, and information-security capabilities relevant to the engagement;
- e. Disclosure of any contract for legal services terminated for cause or default within the past five years, together with an explanation;
- f. Disclosure of any professional, contractual, financial, or other material relationship that the proposer or any proposed attorney has had with the College, its Board members, officers, or senior administrators during the past five years. For each relationship, identify the parties involved, describe the nature and approximate duration of the relationship, and explain whether the relationship creates an actual or potential conflict of interest relevant to this engagement; and
- g. Any other information necessary to understand the firm’s ability to perform the requested services.

7.5.3 Minimum Qualifications

Provide a concise response demonstrating compliance with each pass/fail requirement in Section 6.1. The response should follow the numbering used in Section 6.1 and include supporting information where appropriate.

The College may independently verify Oregon State Bar membership, disciplinary history, and professional standing. Proposers are not required to provide copies of bar licenses unless specifically requested.

7.5.4 Proposed Legal Team

Identify the attorneys and other key personnel proposed for the engagement. For each proposed attorney, identify Oregon State Bar membership information and any other jurisdiction in which the attorney is licensed to practice.

Include:

- a. The proposed lead attorney and their responsibilities;
- b. The attorney who will provide backup and continuity of service when the lead attorney is unavailable;
- c. Other attorneys, paralegals, or professionals likely to provide services;
- d. Each individual's areas of responsibility and relevant experience;
- e. The approximate percentage of the College's work expected to be performed by each proposed attorney or staffing level; and
- f. Resumes of no more than two pages for each key individual.

The proposer must promptly notify the College of any proposed substitution of key personnel. Material substitutions will require College approval.

7.5.5 Relevant Experience and Qualifications

Describe the proposer's experience and qualifications relevant to the services described in Sections 5 and 6. Representative matters may be anonymized when necessary to preserve client confidentiality. Proposers should explain the nature of the matter, the role of the proposed attorneys, the approach taken, and the outcome or value provided without disclosing privileged or confidential information.

At a minimum, address:

- a. Experience serving as general or primary outside counsel to Oregon public entities;
- b. Experience representing community colleges, public higher education institutions, school districts, or comparable public bodies;
- c. Experience advising governing boards and executive leadership;
- d. Experience with Oregon public meetings, public records, ethics, and governance requirements;
- e. Experience advising public higher education institutions regarding FERPA, student records, student conduct, due process, and the disclosure of student information to law enforcement, governmental agencies, parents, and other third parties.
- f. Experience with employment and labor matters, civil rights, investigations, student-related legal issues, and regulatory compliance;

- g. Experience with public contracting, procurement, contracts, grants, real property, construction, insurance, and risk management;
- h. Experience managing litigation, administrative proceedings, claims, and specialized counsel; and
- i. Two or three representative matters demonstrating the proposed team's ability to resolve complex legal issues for public or educational clients.

7.5.6 Service Approach

Describe the proposer's proposed approach to serving as the College's primary outside general counsel. Address:

- a. The proposer's understanding of the College's legal needs and operating environment;
- b. How legal work will be received, assigned, prioritized, supervised, and completed;
- c. How the firm will provide timely, practical, and cost-effective advice;
- d. Expected response times for routine, urgent, and time-sensitive matters;
- e. Availability for Board meetings, executive sessions, hearings, negotiations, and other in-person or remote meetings;
- f. How the firm will maintain continuity when the lead attorney is unavailable;
- g. How the firm will communicate significant legal risks, strategic choices, deadlines, and anticipated costs;
- h. How the firm will determine when specialized counsel, consultants, experts, or additional resources should be recommended;
- i. How the firm will coordinate with College staff, the Board, insurers, specialized counsel, and other parties; and
- j. How the firm will protect confidential and privileged information, manage electronic records, and securely exchange documents with the College.

7.5.7 Client Relationship and Governance Approach

Describe the proposer's approach to representing the College as an institutional client, including:

- a. How the firm will determine which College officials are authorized to direct or request legal services;
- b. How the firm will respond when individual Board members, employees, or other representatives request information or legal advice outside established communication protocols;
- c. How the firm will help the Board and administration distinguish between legal, governance, policy, and operational matters; and
- d. How the firm will identify, disclose, and manage actual or potential conflicts of interest.

7.5.8 References

Complete and submit Attachment B: Reference Form for at least three current or recent clients for whom the proposer has performed services comparable to those requested in this RFP.

At least two references should be Oregon public entities, and at least one should be a community college, public higher education institution, school district, or comparable educational entity, when available.

By submitting the references, the proposer authorizes the College to contact the listed organizations and individuals regarding the proposer's qualifications and performance.

For each reference, provide:

- a. Organization name;
 - b. Contact name and title;
 - c. Telephone number and email address;
 - d. Nature and duration of the engagement; and
 - e. Attorneys who provided the relevant services.
- a. By submitting a proposal, the proposer authorizes the College to contact the listed references and other clients identified in the proposal.

7.5.9 Transition and Implementation Plan

Describe how the proposer would assume responsibility for the College's legal services. Address:

- a. Review and transfer of existing files and active matters;
- b. Coordination with current counsel, College staff, insurers, and specialized counsel;
- c. Identification and management of pending deadlines, litigation, claims, contracts, and other active matters;
- d. Familiarization with College policies, procedures, governance structure, operations, and strategic priorities;
- e. Proposed transition schedule and key milestones; and
- f. Measures to maintain continuity and minimize disruption during the transition.

7.5.10 Fees and Billing

Provide a complete fee proposal that includes:

- a. Hourly billing rates for each proposed attorney and applicable staffing category;
- b. Any proposed retainer, blended-rate, fixed-fee, not-to-exceed, or alternative fee arrangements;
- c. Rates applicable to litigation, specialized services, travel, and work performed by outside counsel, consultants, experts, or other third parties;
- d. The treatment of travel time, mileage, lodging, copying, legal research platforms, filing fees, delivery charges, and other reimbursable expenses;
- e. Any minimum billing increment;
- f. The firm's practices regarding no-charge activities, administrative work, internal conferences, invoice preparation, and attorney training;
- g. Proposed rates for the initial three-year contract term; and
- h. Any proposed method, timing, or limitation for rate increases during renewal periods.

The College encourages fee structures that promote predictability, efficiency, appropriate staffing, and cost control.

7.5.11 Exceptions to Contract Terms

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Identify each requested exception or proposed revision to the College's contract terms and conditions. For each exception, provide:

- a. The applicable section number;
- b. The specific language at issue;
- c. The reason for the requested change; and
- d. Proposed alternative language.

Failure to identify an exception may be treated as the proposer's acceptance of the applicable term.

7.5.12 Additional Information

The proposer may provide a brief description of additional capabilities or services that are directly relevant to the College's anticipated legal needs and not otherwise addressed in the proposal.

Additional information should be limited to material that would assist the College in evaluating the proposal.

SECTION 8: SELECTION CRITERIA AND METHOD OF AWARD

8.1 Evaluation Process

- 8.1.1 The College will evaluate proposals to determine the responsible proposer whose proposal is most advantageous to the College, based on the evaluation criteria state in this RFP.
- 8.1.2 The College will first review proposals for responsiveness and compliance with the pass/fail minimum qualifications in Section 6.1. Proposals that do not satisfy the minimum requirements may be rejected without further evaluation.
- 8.1.3 Responsive proposals submitted by qualified proposers will be evaluated by an evaluation committee composed of College representatives and, when appropriate, Board members, technical advisors, subject-matter experts, or community representatives.
- 8.1.4 Each evaluator will independently review and score the written proposals using the criteria in Section 8.2. The College may then convene the evaluation committee to discuss the proposals, clarify evaluation criteria, and finalize scores in accordance with the College's evaluation procedures.
- 8.1.5 The College may establish a competitive range consisting of the proposers determined to have a reasonable chance of being selected for award.
- 8.1.6 Proposers within the competitive range may be invited to participate in interviews, presentations, discussions, reference checks, or other evaluation activities. The proposed lead attorney must participate in any interview unless the College approves otherwise.
- 8.1.7 The College may award a contract based solely on written proposals without conducting interviews or discussions.

8.2 Written Proposal Evaluation Criteria

Written proposals will be evaluated using the following criteria.

Evaluation Criterion	Points Available
Firm Information and Organizational Capacity	10
Proposed Legal Team	20
Relevant Experience and Qualifications	20
Service Approach	20
Client Relationship and Governance Approach	10
References and Past Performance	5
Transition and implementation Plan	5
Fees and Billing	10
Total Written Proposal Points	100

8.2.1 Firm Information and Organizational Capacity

Evaluation may include the proposer's organizational structure, staffing capacity, administrative support, technology, information security, continuity of operations, and overall ability to support the engagement.

8.2.2 Proposed Legal Team

Evaluation may include the qualifications, experience, availability, proposed responsibilities, continuity, and complementary capabilities of the lead attorney, backup attorney, and other proposed personnel.

8.2.3 Relevant Experience and Qualifications

Evaluation may include experience representing Oregon public entities, community colleges and other educational institutions; advising governing boards and executive leadership; and providing services in the legal areas identified in Sections 5 and 6.

8.2.4 Service Approach

Evaluation may include the proposer's understanding of the College's needs, work-assignment and supervision practices, responsiveness, communication, cost management, availability, use of specialized counsel, and protection of confidential information.

8.2.5 Client Relationship and Governance Approach

Evaluation may include the proposer's understanding of the College as the institutional client, its approach to communications with Board members and administrators, its ability to distinguish legal and policy roles, and its approach to conflicts of interest.

8.2.6 References and Past Performance

Evaluation may include the relevance and quality of the proposer's references, past performance, responsiveness, effectiveness, professional judgment, cost management, and client satisfaction.

8.2.7 Transition and Implementation Plan

Evaluation may include the completeness, practicality, timing, continuity measures, and anticipated level of College effort associated with the proposed transition.

8.2.8 Fees and Billing

Evaluation may include hourly rates, proposed fee arrangements, rate predictability, reimbursable expenses, billing practices, staffing efficiency, and the overall value of the proposed services. The lowest-cost proposal will not necessarily receive the highest score or be selected for award.

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8.3 Competitive Range

- 8.3.1 After evaluation of the written proposals, the College may establish a competitive range consisting of the highest-ranked proposers that have a reasonable chance of being selected for award.
- 8.3.2 The College anticipates that the competitive range, if established, will ordinarily include approximately three proposers. The College may include more or fewer proposers based on the number and quality of proposals received, scoring differences, the competitiveness of the proposals, and the College's determination of which proposers have a reasonable chance of award.
- 8.3.3 The College will notify proposers selected for the competitive range and provide instructions regarding any additional evaluation activities.

8.4 Interviews and Presentations

- 8.4.1 The College may conduct interviews or presentations with proposers in the competitive range. The College will provide participating proposers with information regarding the anticipated format, schedule, participants, and presentation requirements.
- 8.4.2 Interviews may be used to:
 - a. Clarify information contained in a proposal;
 - b. Evaluate the proposed team's communication style, judgment, responsiveness, and working approach;
 - c. Explore the proposer's understanding of the College's needs and governance environment;
 - d. Discuss hypothetical or representative legal-service scenarios;
 - e. Confirm staffing, availability, transition, and cost-management practices; and
 - f. Obtain other information relevant to the evaluation criteria.
- 8.4.3 The College may ask different follow-up questions of individual proposers when necessary to clarify or explore matters specific to their proposals. Core evaluation questions and scoring criteria will be applied consistently to all interviewed proposers.
- 8.4.4 Interviews will be evaluated using the following criteria:

Interview Criterion	Points Available
Understanding of the College's Needs and Operating Environment	20
Experience, Judgment, and Quality of Responses	20
Proposed Team Dynamics and Communication	20
Service Delivery and Relationship Approach	20
Responsiveness to Questions and Scenarios	20
Total Interview Points	100

8.5 Clarifications, Discussions, and Revisions

- 8.5.1 The College may request clarification of any proposal or additional information necessary to evaluate a proposal, verify qualifications, or determine responsibility.

- 8.5.2 Clarifications are intended to explain or confirm information already contained in a proposal and may not be used to materially alter the proposal unless the College expressly permits proposal revisions.
- 8.5.3 The College may conduct discussions with proposers in the competitive range and may request revised proposals, best and final offers, updated fee proposals, or other supplemental information when permitted by applicable procurement rules.
- 8.5.4 A proposer's failure to respond to a request for clarification or additional information by the stated deadline may result in rejection of its proposal.

8.6 Reference Checks and Responsibility Review

- 8.6.1 The College may contact listed references, other clients identified in the proposal, and other lawful and relevant sources to verify the proposer's qualifications, professional standing, past performance, and ability to perform the contract.
- 8.6.2 The College may review information including:
 - a. Oregon State Bar membership and disciplinary history;
 - b. Professional references and client feedback;
 - c. Relevant contract performance and termination history;
 - d. Malpractice claims, judgments, or material pending proceedings disclosed by the proposer or otherwise lawfully available;
 - e. Financial responsibility and insurance coverage;
 - f. Current litigation or other matters that may materially affect the proposer's ability to perform; and
 - g. Other information reasonably related to the responsibility criteria applicable to this procurement.
- 8.6.3 The College may request supporting documentation necessary to determine whether a proposer is responsible under applicable law and College procurement rules.
- 8.6.4 Before determining that a proposer is non-responsible based on adverse information not included in its proposal, the College may provide the proposer an opportunity to clarify or respond to the information when appropriate and permitted by law.
- 8.6.5 The College may delay award or contract execution as reasonably necessary to complete reference checks, responsibility review, or other evaluation activities.

8.7 Final Ranking and Notice of Intent to Award

- 8.7.1 Following completion of the evaluation process, the College will establish a final ranking based on the evaluation method described in this section.
- 8.7.2 The College may select the highest-ranked proposer for contract negotiations. Selection for negotiations does not constitute a contract award or create a binding obligation on the College.
- 8.7.3 If the College is unable to negotiate a satisfactory contract with the highest-ranked proposer, the College may terminate negotiations and begin negotiations with the next-highest-ranked proposer.

- 8.7.4 The College will issue a Notice of Intent to Award in accordance with applicable procurement rules. The proposed award may be subject to approval by the College's Board of Directors or other authorized College official.
- 8.7.5 A contract is not binding until it has been fully executed by authorized representatives of the College and the selected proposer.

8.8 Reservation of Rights

To the extent permitted by law and the College's procurement rules, the College reserves the right to:

- a. Reject any or all proposals;
- b. Waive minor informalities or irregularities;
- c. Request clarifications or additional information;
- d. Conduct or cancel interviews;
- e. Establish or modify the competitive range;
- f. Request proposal revisions or best and final offers;
- g. Verify proposal information and proposer responsibility;
- h. Negotiate contract terms with the highest-ranked proposer;
- i. Cancel, delay, amend, or reissue the solicitation; and
- j. Take any other action determined to be in the College's best interest and permitted by applicable law.

SECTION 9: ATTACHMENTS

The attachments listed below are incorporated by reference and provided as separate documents. Hyperlinks are provided for convenience; proposers are responsible for reviewing all attachments regardless of access method.

A: Proposal Request Form

B: References

C: Insurance Schedule

D: Sample Terms & Conditions