



Request for Qualifications (RFQ)

On-Call Architectural & Engineering Services

Deliver Proposals to:

**Clatsop County
800 Exchange Street, Suite 222
Astoria, OR 97103**

Issued by:

Clatsop County Manager's Office

Proposals Due Date: 11:00 a.m. July 29, 2021

**CLATSOP COUNTY ON-CALL ARCHITECT & ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS**

Notice is hereby given that Clatsop County Manager's Office is seeking Proposals from firms for On- Call Architectural & Engineering Services. Multiple contractors may be selected to provide the anticipated services as projects vary.

DOCUMENTS:

The RFQ is available on the Clatsop County web site <https://www.co.clatsop.or.us/rfps> heading of Request for Qualifications On-Call Architectural & Engineering Services. Interested parties may download a complete set of RFQ documents from the Clatsop County County-Web Bid Page at:

<https://www.co.clatsop.or.us/rfps>

The Request for Qualifications documents are available for viewing at Clatsop County Building & Grounds Department, 800 Exchange St. Suite 222, Astoria, OR 97103, 503-338-3695 between the hours of 8:30 a.m. and 4:00 p.m. local time. Questions can be sent to ddieffenbach@co.clatsop.or.us.

Sealed responses will be received prior to 11:00 a.m., July 29, 2021 at Clatsop County Building & Grounds located at 800 Exchange St. Suite 222, Astoria, OR 97103, Responses to the RFQ that are received after the closing time will not be opened and will be returned unopened. Delivery to an office other than the office identified above is not acceptable.

The County may reject any Response not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all responses upon a finding of the County that it is in the public interest to do so.

The Clatsop County Board of Commissioners reserves the right to reject any and all Responses to the RFQ and to waive any and all informalities in the best interest of the County. Clatsop County is an Equal Employment Opportunity/Affirmative Action employer.

Dated: July 2, 2021

David Dieffenbach, Capital Improvement Projects Manager

Published: Clatsop County Web Site
 Daily Journal of Commerce, Portland

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INTRODUCTION:

Clatsop County ('COUNTY') invites Requests for Qualifications (RFQ) for On-Call Architectural and Engineering Services ("Services") from professional services firms.

SECTION 1 – GENERAL**1.2 SCHEDULE OF EVENTS**

Action	Location	Date	Time
Advertising	DJC	July 2, 2021	
Post RFQ on Clatsop County Website		July 2, 2021	
Pre-Proposal Questions Due		July 15, 2021	11:00 am
Responses to Pre-Proposal Questions Posted on Clatsop County Website.		July 21, 2021	11:00 am
Proposal Due Date		July 29, 2021	11:00 am
Proposal evaluation/negotiation period		July 30, 2021	11:00 am
Notice of Intent to Award Contract		Aug. 12, 2021	11:00 am
Challenge Period expires and Award of Contract		Aug. 19, 2021	11:00 am
Begin Contract (estimated)		Sept. 1, 2021	

SECTION 2 – SCOPE OF WORK**Anticipated Architectural & Engineering Services**

1. The County is seeking to implement a master agreement with licensed architects for the next five-year period. Work under the master agreement will be assigned via a written Work Order, with actual costs to be negotiated based on the task. The services requested will typically be for projects that are small to medium in size and limited scope. They generally include work with short deadlines, and scopes that may need to be developed quickly. Several Architect/Engineering Firms may be selected.
2. Projects to be assigned as tasks will vary in size and scope. Some examples of types of projects are as follows:
 - Programming and conceptual design
 - Architectural design services (schematic design, design development, construction documents, including technical specifications)
 - Preparation of test fits for potential tenant improvements
 - Site design/planning

- Project administration and supporting services
- Evaluation and planning services
- Construction procurement assistance services
- Contract administration services as architect of record
- Rendering/modeling
- Materials research/specifications
- Project feasibility and preliminary cost estimating studies
- Code analysis
- Planning and permitting services
- Interior and exterior design
- Mechanical, Plumbing and Electrical layout and fixture selection
- Signage and graphic design
- Space planning
- Facilities planning
- Americans with Disabilities Act (ADA) site and project review/plans
- Review seismic analysis and assist with integrating with architectural design
- Building condition and reuse feasibility studies
- Value analysis
- Existing facilities surveys
- Energy analysis and design
- Historic Buildings
- Lifecycle evaluation
- Historic preservation
- Virtual reality/3D modeling and video representation
- Conduct studies and prepare reports on functional building space needs for operations for various County departments.

3. The following are the minimum requirements for the Licensed Architects.
 - 3.1 Contractor shall maintain all required professional licenses and professional liability insurance in good standing for the Term of the contract.
 - 3.2 The firm(s) selected must be able to provide documents / drawings in the native file format; including but not limited to AutoCAD, MS Word, Adobe and Photoshop. Other duties may include site visits, construction administration, RFI responses, and on-site meetings with permit staff and similar activities.
 - 3.3 The master agreement will be for up to a period of 5 years.
 - 3.4 The proposal shall be valid for 90 days from the date of proposal opening.
 - 3.5 Vendors responding to this RFQ do so solely at the vendor's expense; the County is not responsible for any vendor expenses associated with the RFQ.

SECTION 3 – SELECTION CRITERIA PROCESS AND EVALUATION CRITERIA

3.1 FIRM AND STAFF QUALIFICATIONS

Qualifications will be evaluated based on each firm's capabilities, approach, methodology and relevant experience with similar County's and public sector construction programs. The County will further evaluate proposing firms based on their performance history, proposed personnel and team members, knowledge of the County, technical capabilities, track record of designing within pre-determined project budgets, and responsiveness to this RFQ. The following factors are important for further consideration and evaluation:

1. **Technical Competence**

Experience, training, and proven expertise in the Services to be provided.

2. **Staffing Capabilities**

The capability to perform the work within the desired timeframe. The availability, depth of experience, and qualifications of proposed staff will be considered.

3. **Project Approach and Planning**

Work methodology, management structure, and any other indications of company processes that would improve project planning, design, and oversight.

4. **Past Performance Record**

Past performance in providing quality projects in an efficient, budgeted, and timely manner. The quality of the work could be an indication of demonstrating understanding of effective project communications, cooperation and services required to successfully prepare documents for similar projects. The firm's experience on local government and other public projects of a similar nature is important.

The County may, at its discretion, interview one or more firms for further consideration. The key individuals, specifically the proposed designer, project architect, and project manager to be assigned to this program, will be expected to attend the interview and lead the discussion. In the event the County conducts interviews, it will include a short introductory period for the firm followed by a question and answer session. Interviews will be approximately 30 minutes for the presentation and 30 minutes for Q & A, at the discretion of the County's interview team.

Based upon the final rankings, the County will attempt to negotiate an acceptable contract with the highest- ranking firm or firms. If an acceptable contract cannot be negotiated, written notice will be provided, and negotiations with the next highest-ranking firm(s) will commence.

The County may request additional information regarding the demonstrated competence and qualifications and expects to check references.

3.2 LIMITATIONS

This RFQ does not commit the County to award a contract and the County will not reimburse a proposing firm for any costs incurred in responding. The County reserves the right to reject any or all Proposals or proposing firms. The awarding of one or more contract is at the sole discretion of the County.

Submitted responses are considered public records subject to the Public Records Act.

3.3 EVALUATION CRITERIA

Proposals meeting Proposal Content Requirements will be evaluated by an Evaluation Committee using criteria and priorities as defined by the County. The Evaluation Committee will determine which Proposal or Proposals taken as a whole, and in the County's sole judgment, are in the best interest of the organization. Proposals should address the evaluation criteria listed below.

	EVALUATION CRITERIA	Points
1	Qualifications and experience of Firm	30
2	Qualifications and experience of Assigned Staff	30
3	Approach and Methodology	30
4	References	10
	TOTAL	100

An example of a project that may include one or more of the qualifications listed above is to design a new single secure entrance for the Courthouse. The design for this project will need to address current building codes, accessibility, historic regulations and other questions or comments needed to obtain building permits. Other project types are conceptual and construction drawings for building additions, building renovations, etc.

The County may request further clarification to assist the Evaluation Committee in gaining additional understanding of Proposals. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

SECTION 4 – RFQ

4.1 FIRM BACKGROUND, RESOURCES, AND EXPERIENCE

The Qualifications shall be organized as listed below with the following sections:

Part 1: Overview

- a. Provide a brief history of your firm, and if a joint venture or partnership, of each participating firm.
- b. Identify legal form, ownership, and senior leadership by firm.
- c. Describe number of years in business and types of business conducted.
- d. Describe firms experience in local government projects and specific knowledge of project type.
- e. Location of office from which work will be performed / dispatched.

Part 2: Staff

- A. Team members who may be assigned to the County's projects. Provide resumes for proposed members. Describe public agency project experience of key staff.
 - a. Provide a brief history of expertise and role.

- b. Describe number of years of experience and types of business conducted.
- c. Location or office from which work will be performed / dispatched.
- d. List a minimum of three (3) projects, which member has been involved, special consideration for local government projects.
- e. Professional credentials, if any.
- f. Identify proposed consultants, if any.

Part 3: Experience

- A. List relevant local government projects in the last ten (10) years, of firm or key team members including:
 - a. Project name/location (maximum five (5) and include brief description).
 - b. Year completed/current status.
 - c. Construction value.

Part 4: Project approach

- a. Availability to provide project professional services, construction oversight and the ability to provide prompt responses to County inquiries and concerns.
- b. Demonstrate understanding of effective project communication, cooperation and services required to successfully prepare documents for similar projects.
- c. Knowledge and understanding of the required services as shown by approach to staffing and scheduling needs.
- d. Demonstrate ability to prepare accurate construction documents that assist the owner in receiving bids which are on or below budget.

Part 5: References:

- a. Referrals - Include three (3) relevant client references. Client references must include name of client, title, address, telephone number, email address and project name. Appendix: Résumés and Letters of Recommendation.

4.2 RFQ SIZE AND FORMAT

Qualifications shall be bound in a booklet or binder and shall submit its Proposal without extensive art work, unusual printing or other materials not essential to the utility and clarity of the Proposal. Limit your content to 30 pages. All Proposal forms required per this RFQ and your Cover Letter are in addition to the page count noted.

Proposer shall submit an original Proposal based on a format of 8 1/2" x 11" paper, bearing the Proposer's authorized representative's signature; one (1) ORIGINAL Electronic Copy. Must be formatted using Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx) for the use by the County.

To send Proposal, follow this link to access the County file sharing site. Access from the County Web site.

<https://sendfiles.co.clatsop.or.us/>

When prompted enter ddieffenbach@co.clatsop.or.us in the To box, chose files to send. You should get an email, when the files are "Picked Up".

In addition, if Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.410 through 192.505). Proposer shall complete and submit an Affidavit of Trade

Secret and a version of its Proposal with redactions clearly shown and the redacted Proposal clearly identified.

It is not necessary to provide a company brochure or other marketing material.

4.3 SUBMISSION DUE DATE

Responses will be received until, but not after, 11:00 a.m. July 29, 2021 at the Clatsop County Building & Grounds located at 800 Exchange St. Suite 222, Astoria, OR 97103, Responses to the RFQ that are received after the closing time will not be opened and will be returned unopened. Delivery to an office other than the office identified above is not acceptable. Physical submission shall be electronic format, per section 4.2, delivered on a Flash Drive or Thumb Drive.

4.4 ENCLOSURES

Exhibit A.	Work Order Process
Exhibit B.	Billing, Payment and Personnel Requirements.
Exhibit C.	Fee Schedule Worksheet

4.5 CLARIFICATIONS

All inquiries, whether relating to the RFQ process, administration, deadline or method of award, or to the intent or technical aspects of the RFQ must:

- A. Be delivered to the County via email, mailed or hand-delivered in writing
- B. Reference the RFQ name
- C. Identify Proposer's name and contact information
- D. Be sent by an authorized representative
- E. Refer to the specific area of the RFQ being questioned (i.e. page, section and paragraph number)
- F. Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule of Events in subsection 1.2 above.

Refer all inquiries concerning this RFQ to:

David Dieffenbach, Capital Improvement Projects Manager
800 Exchange Street, Suite 222
Astoria, OR 97103
(503) 338-3695
ddieffenbach@co.clatsop.or.us

4.6 RFQ PROTEST AND REQUEST FOR CHANGE

Prospective Proposers may submit a written protest of anything contained in the RFQ and may request a change to any provision, specification or Contract term contained in the RFQ, no later than **seven (7) calendar days prior** to the Proposal **deadline** set in the RFQ. Protests shall follow the requirements set forth in OAR 137-048-0240(1). Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFQ provisions, specifications or Contract terms. The County will not consider any protest or request for change that is submitted after the submission deadline. Protests shall be sent to the designated County contact for protest of proposer selection at the address specified in section 4.5 of this RFQ. If the County determines that additional information or interpretation is necessary; such information or interpretation will be supplied in Addenda that will be posted to the County Web Site. All such Addenda shall have the same binding effect as though contained in the main

body of this RFQ. Oral instructions or information concerning the specifications of the Project from County managers, employees or agents to prospective Proposers shall not bind the County.

4.6 RFQ PROTEST AND REQUEST FOR CHANGE

Prospective Proposers may submit a written protest of anything contained in the RFQ and may request a change to any provision, specification or Contract term contained in the RFQ, no later than **seven (7) calendar days prior** to the Proposal **deadline** set in the RFQ. Protests shall follow the requirements set forth in OAR 137-048-0240(1). Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFQ provisions, specifications or Contract terms. The County will not consider any protest or request for change that is submitted after the submission deadline. Protests shall be sent to the designated the County contact for protest of proposer selection at the address specified in section 4.5 of this RFQ. If the County determines that additional information or interpretation is necessary; such information or interpretation will be supplied in Addenda that will be posted to the County Web Site. All such Addenda shall have the same binding effect as though contained in the main body of this RFQ. Oral instructions or information concerning the specifications of the Project from County managers, employees or agents to prospective Proposers shall not bind the County.

Protests must:

- Be delivered to the County via email, facsimile or hard copy.
- Reference the RFQ name.
- Identify prospective Proposer's name and contact information.
- Be sent by an authorized representative.
- State the reason for the protest, including: the grounds that demonstrate how the Procurement Process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; and evidence or documentation that supports the grounds on which the protest is based.
- State the proposed changes to the RFQ provisions or other relief sought.
- Protests to the RFQ must be received by the due date and time identified in the Schedule of Events in subsection 1.2 above.
- Protests to Addenda must be received by the due date identified in the respective Addendum.

4.7 MODIFICATION OR WITHDRAWAL

Any Proposer who wishes to make modifications to a Proposal already received by the County shall submit its modification in one of the manners listed in the Proposal Submission Options section and must denote the specific change(s) to the Proposal submission.

If a Proposer wishes to withdraw a submitted Proposal, it shall do so prior to Closing. The Proposer shall submit a written notice Signed by an authorized representative of its intent to withdraw its Proposal. The notice must include the RFQ name and be submitted to the County.

SECTION 5 - ADDITIONAL INFORMATION

5.1 GOVERNING LAWS AND REGULATIONS

This RFQ is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFQ, evaluation and award is the Circuit Court of Clatsop County for the State of Oregon.

5.2 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals submitted in response to this RFQ become the property of the County. By submitting a Proposal in response to this RFQ, Proposer grants the County a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating an Agreement, if awarded to Proposer, or as otherwise needed to administer the RFQ process, and to fulfill obligations under Oregon Public Records Law (ORS 192.410 through 192.505). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

5.3 CANCELLATION OF RFQ

Pursuant to ORS 279B.100, the County may reject any or all Proposals in-whole or in-part or may cancel this RFQ at any time when the rejection or cancellation is in the best interest of the County. The County is not liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFQ, award, or rejection of any Proposal.

5.4 COST OF PROPOSAL

Proposer shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

5.5 CONTRACT

All specifications, terms and conditions contained in the Request for Proposal shall be incorporated by reference and made a part of a contract awarded to the successful bidder. A copy of our sample contract is attached to this document.



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. _____

SAMPLE CONTRACT

1. PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and _____ ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed _____ to be paid to Contractor by County, Contractor agrees to perform between date of execution and _____, inclusive, the following specific personal and/or professional services:

(Attach additional information as Attachment A if appropriate or necessary).

Payment Terms: *(lump sum, monthly installments, progress payments, etc. – Attach additional information as Exhibit B if applicable):*

- 1. COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
- 2. WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
- 3. GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
- 4. COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;

- b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
- c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

5. JUDICIAL RULINGS. If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

6. INDEPENDENT CONTRACTOR. Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

7. INDEMNIFICATION. Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. INSURANCE. Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$700,000 for property damage and minimum of \$800,000 per person for bodily injury and no less than \$1,600,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____ (approved by County Counsel) _____ (Contractor's Initials) _____

9. WORKER'S COMPENSATION. Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

10. NONDISCRIMINATION. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be

immediate.

- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

12. SUBCONTRACTING/NONASSIGNMENT. No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.

13. SURVIVAL. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

14. FUNDING. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

15. STANDARD OF SERVICES AND WARRANTY. Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

16. COUNTY PRIORITIES. Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

FOR CONTRACTOR:

Signature

Date

Signature

Date

Title

Title

EXHIBIT A. WORK ORDER PROCESS

This exhibit explains the process and conditions for authorizing work under a On Call Contract (each “Contract”) awarded to the successful Proposer(s) (each “Contractor” in this section) from this RFQ. Billing and payment procedures are explained in EXHIBIT B.

1. **Authorization of Work.** Work Orders will be issued by Clatsop County to the Contractor to authorize the performance all work under the Contract. The specific statement of work, performance schedule, deliverables and compensation for a given assignment will be included in each Work Order. CLATSOP COUNTY IS NOT RESPONSIBLE FOR PAYMENT OF ANY WORK THAT IS NOT PROPERLY AUTHORIZED.
2. **Proposals and Cost Estimates.** Prior to issuance of any Work Order, the Contractor will be asked to provide a proposal and/or detailed cost estimate for the requested services which must include all labor hours, Contractor and subcontractor personnel and anticipated reimbursable expenses. All such proposals and cost estimates are subject to reasonable negotiations prior to execution of a Work Order. The Parties acknowledge that Work Order hour allocations by personnel are estimates only. Actual and therefore invoiced work hours by personnel may vary from those estimates; however, Consultant’s billings will not exceed the Work Order budget nor include billings for personnel not listed on the Work Order without Clatsop County’s prior consent (per Section 3.3 below).
3. **Work Order Amendments.** Except for changes to the expiration date of a Work Order, any change(s) to the scope, budget or other matters of an approved Work Order will be implemented by a written amendment to that Work Order prepared by Clatsop County and signed by the parties. The expiration date of any Work Order may be changed through email approval between the Contractor and the Clatsop County employee identified as the Work Order Manager on the cover page of an approved Work Order (the “Clatsop County Work Order Manager”).
4. **Contractor Notification Responsibilities.** Contractor must notify the Clatsop County Work Order Manager if either a) the agreed-upon budget or b) the expiration date of a Work Order needs to be amended prior to exceeding the agreed-upon budget or the expiration date of a Work Order.
5. **Work Order Termination.** Unless otherwise specified in a particular Work Order, Clatsop County may terminate any Work Order issued from the Contract for any reason by providing fifteen (15) calendar days prior written notice to the Contractor. Such an action will not affect the balance of any other Work Orders that may have been issued from that Contract.
6. **Performance Evaluation.** At the completion of each Work Order, the Contractor may be evaluated by the Clatsop County Work Order Manager with regards to quality of work products and services provided; budget, scope and schedule control; contract administration (e.g. accuracy of billings); and other matters relevant to the work performed pursuant to that Work Order. Any such evaluation will be included in the Contractor’s contract file.

EXHIBIT B. BILLING, PAYMENT AND PERSONNEL REQUIREMENTS

This exhibit explains the process and conditions for payment of work provided by the successful Proposer(s) (each "Contractor") under a Work Order issued from a On Call Contract (each "Contract").

1. **Addition, Replacement and Removal of Personnel.** The Contractor and subcontractor positions listed in the "Hourly Fee Schedule" in the Contract (the "Contracted Personnel") are the only Contracted Personnel assigned to perform work under the Contract. Any replacement, substitution or addition of the Contracted Personnel shall be subject to the written approval of Clatsop County. Clatsop County's approval of a Work Order that identifies additional Contractor and/or subcontractor positions not otherwise identified in the Contract will suffice for purposes of the "written approval" required by this paragraph. The Contractor shall remove any individual performing services under the Contract if so directed by Clatsop County in writing following discussion with the Contractor, provided that the Contractor is given a reasonable period of time to find a suitable replacement.
2. **Billing increment.** Unless an alternate agreement is reached, Contracted Personnel expenses shall be billed on a quarter-hour (0.25) basis, rounded up to the nearest quarter hour (e.g., fifty (50) minutes of work shall be billed as 1 (one) billable hour; 1 hour and ten minutes of work shall be billed as 1.25 billable hours, etc.).
3. **Adjustment to Hourly Rates.** All Contract pricing is protected for the first twelve (12) months following the Contract Effective Date. Thereafter, the Contractor may request an adjustment to the hourly rates contained in the Contract by sending a written request (such as through email) to the Clatsop County Contract Manager. If a rate increase request is approved, the new Contract pricing will be protected for the twelve (12) month period following the date the new rates are in effect. Rate increase requests are further subject to the following limitations:
 - All requests must include verifiable documentation that clearly demonstrates increased costs to the Contractor
 - Any request to increase the hourly rate(s) shall only be proposed in proportion to increases in the Contractor's costs for the Contracted Personnel and be in a format similar that found in the Hourly Fee Schedule above
 - If the rate increase request is approved, the Parties will agree to the approved increase by a written amendment to the Contract, prepared by Clatsop County
 - The hourly rate increase will be effective only upon execution of the Contract amendment
 - Rate increases will not be retroactive Approval of any such rate increase request is solely within Clatsop County's discretion and Clatsop County is not obligated to approve such a request. If Clatsop County rejects the hourly rate increase request, Clatsop County will provide a written explanation to the Contractor detailing the reason(s) the hourly rate increase was not approved.
4. **Invoicing.** For payment, the Contractor shall submit to Clatsop County an itemized invoice in a form and with sufficient detail to determine the work performed for the amount requested. Invoices submitted by the Contractor shall be prepared in such a way as to make it easy for Clatsop County to determine if the hourly rates billed match the Hourly Fee Schedule contained in the Contract or an approved Work Order. All invoices must contain, at a minimum:
 - Invoice date

- Contract and Work Order Number
 - Date or range of dates worked
 - Number of hours work, or portions of hours worked, by name and title or by title alone, with a brief description of activities (exactly matching the titles contained in the “Hourly Fee Schedule” in the Contract or in an approved Work Order)
 - Billing rate applied (not exceeding the rates listed in the “Hourly Fee Schedule” in the Contract or in an approved Work Order)
 - Any approved reimbursable expenses
5. **Subcontracting Fees.** The Contractor shall submit invoices for work to include subcontractor hours and applicable rates for the work performed (i.e. subcontractor personnel expenses shall not be billed as a line-item reimbursable expense).
 6. **Corrections to Incorrect Billings.** Clatsop County will review the invoices to ensure the rates billed do not exceed the Hourly Rates contained in the Contract or an approved Work Order. Contractor shall adjust and resubmit any invoice that contains (a) personnel positions not matching the Contracted Personnel positions contained in the Contract or an approved Work Order; or (b) hourly rates exceeding those contained in the Hourly Fee Schedule.
 7. **In the Event of Overpayment.** If payment is made to Contractor at rates higher than those listed in the Hourly Fee Schedule contained in the Contract or an approved Work Order, at Clatsop County’s sole discretion, the Contractor shall either (a) promptly return the difference between the amount paid and the amount that should have been paid to the Contractor; or *b) credit Clatsop County for that amount which shall be deducted from future invoices. This provision survives the termination of the Contract for a period of thirty-six (36) months following the Expiration Date of the Contract.
 8. **Payment Terms.** Clatsop County shall process payment in its normal course and manner for accounts payable, **NET 30 DAYS** from the date Clatsop County receives all properly-prepared invoices. Discounts offered by the Contractor for earlier payment are encouraged.
 9. **Billing Intervals.** Invoices may be submitted monthly, or at such other interval as approved by the Clatsop County Work Order Manager.
 10. **Tax Reporting.** Payment information will be reported to the U.S. Internal Revenue Service (“IRS”) under the name on page 1 of the Contract with the taxpayer identification number provided prior to the Contract Effective Date. Information not matching IRS records may subject Contractor 20% backup withholding.
 11. **Prompt Invoicing.** The final invoice for any Work Order issued under the Contract must be received by Clatsop County either within ninety (90) days following (a) the date on which the final work product is accepted by Clatsop County, or (b) the expiration date of that Work Order, whichever is sooner. CLATSOP COUNTY RESERVES THE RIGHT TO REJECT AND REFUSE PAYMENT OF ANY INVOICE NOT SUBMITTED WITHIN THE TIMELINES DESCRIBED IN THIS PARAGRAPH.

EXHIBIT C. FEE SCHEDULE WORKSHEET

Proposer: _____

1. **Hourly Rates.** In a sealed envelope, separate from your other RFQ submittal materials, propose an hourly fee schedule for your personnel as well as personnel for your proposed subcontractors and subconsultants. Proposers who do not complete this EXHIBIT C must provide pricing information in a format similar to that listed in this document.

CONTRACTOR HOURLY FEE SCHEDULE		
Position Title	Personnel	Hourly Rate
		\$
		\$
		\$
		\$
		\$
		\$
		\$

SUBCONTRACTOR HOURLY FEE SCHEDULE		
Name of Subcontractor	Personnel	Hourly Rate
		\$
		\$
		\$
		\$
		\$
		\$
		\$

2. **Billing Increment.** Propose the following: (a) how Contracted hourly personnel expenses are to be billed, including proposed billing increments (e.g., quarter-of-an-hour, tenth-of-an-hour, etc); and (b) business rules applicable to tracking and billing personnel time.

Billing Increment: _____

Billing Rules (if any): _____

3. **Reimbursable Expenses.** If Proposer will seek reimbursement for necessary and appropriate expenses incurred in performance of work performed under a Clatsop County Work Order, Proposer must quote the cost of such expenses in the space provided below. If a mark-up rate will apply to reimbursable expenses, indicate a mark-up rate.

Mark-up rate: ☐ At Cost or ☐ cost plus _____ % (minimum 10%)

REIMBURSABLE EXPENSES			
Type of Expense	Cost / Unit	Type of Expense	Cost / Unit

Proposers may attach additional sheets to this EXHIBIT C if they wish to provide additional pricing information.