

QUESTIONS & RESPONSES #05
RFP / TITLE: PA00000300 On-Call MS4 Water Quality On-Call Support (MS4 Permit)
CONTACT: Michelle Walker, Procurement Analyst
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QUESTIONS DUE DATE: May 1, 2025, 2025 @ 2:00 PM (PDT)
Q&A ISSUE DATE: May 13, 2025

#	Question	Answer	Question #
1	There are conflicting statements in the issued RFQ. Can you please clarify the questions submittal deadline date/time and the SOQ submittal deadline date/time?	Questions due: 5/1 & Submittals due: 5/8 (Addendum 01)	Q-002975
2	I wanted to check in with you to clarify my understanding of two different RFQ that were advertised this week, but appear to be very similar. Can you please confirm that the Northwest Seaport Alliance RFQ No. PA000000099 - On-Call Water Quality Program and the Port of Tacoma RFQ No. PA000000300 – On-Call Water Quality Program are separate procurements and we need to submit two separate proposals to be responsive?	Yes these are 2 different RFQ's and you will need to submit a SOQ for each one.	Email
3	The RFQ request does not specifically call out a need for a team organizational chart or staff resumes/licenses. Are these items needed in our submittal? If yes, can they be included in an Appendix outside the 15-page limit?	It is not required	Q-002983
4	The RFQ, Section C: Scope of Services mentions an O&M Manual and Stormwater Management Guidance Manual awaiting review/updates from the selected firm. Can the Port of Tacoma provide a copy of these manuals prior to submittal of our Statement of Qualifications?	Copies are available on our website: https://www.portoftacoma.com/environment/water-quality	Q-002982
5	Can a consultant propose as both a subconsultant and separately as a prime consultant?	Yes	Q-002985
6	Should the proposal include a cover page, and if so, does it count towards the page limit?	Yes it should include a cover page. No it does not count towards the page limit.	Q-002985
7	Are headers and footers allowed outside of the 1-inch margins?	Yes	Q-002988
8	The front page (page 1) of the On-Call Water Quality Program Support Services (MS4 Permit) 2025 indicates the submittal date is May 1st 2025 @2pm but page 7 indicates the submittal packets are due May 8th @ 2pm. Can you please clarify the intended submittal due date?	SEE ADDENDUM #1 Page 7 is correct- the submitted packets for the On-call Water Quality Program Support Services (MS4 Permit) 2025 are due MAY 8TH, 2025 at 2:00PM.	Q-002986
9	Does a Table of Contents page count towards the 15-page limit?	No	Q-002996
10	If we provide key personnel resumes, will this count towards the 15-page limit?	No	Q-002996
11	One of the items in the Scope of Services section of the RFQ is "Review support for small improvement projects." Can you please provide examples of the small improvements, and the kinds of services required?	An example would be a project to retrofit an existing stormwater treatment vault. The project would need engineering design and permitting support, along with those activities would be reviewing contractor submittals associated with the design drawings and project specifications.	Q-002996

<p>12 Below, we have identified sections of the Port's Terms and Conditions that are onerous, proposed alternative language, and described why it's in the Port's best interests to adopt the alternative language.</p> <p>Section 9.b Invoices 90+ days late are "subject to non-payment" - Proposed change: Add "to the extent such delay causes Port to be unable to review, verify, or confirm the completion or adequacy of such Services." - Why good for the Port: Port should avoid potential for unjustified invoice denials that could lead to conflicts and reputational harm with vendors.</p> <p>Section 9.c All un-invoiced Services as of 12/31 must be invoiced or summarized and accrued by 1/7 - Proposed change: Remove requirement. - Why good for the Port: Provision is inconsistent with 9.a and 9.b. Rushed invoices during holidays may result in errors, corrections, and inefficiency.</p> <p>Section 19.b Indemnity exception is only for claims "which arise solely out of" the Port's negligence. - Proposed change: Replace "which arise solely out of" with "to the extent caused by" - Why good for the Port: This clarifies that the intent is for parties to be liable for contributory negligence and avoids disputes, e.g., in a situation where a liability is principally, but not solely, caused by the Port's negligence.</p> <p>Section 30.b Appears to provide for denial of adjustment requests without process. - Proposed change: Insert language clarifying Port's procedures for reviewing adjustment requests, including PM decision appeal if applicable. - Why good for the Port: Competent firms may be unable to bid for projects if forced to absorb risk of cost overruns from events outside Consultant's control.</p>	<p>See Addendum 03</p>	<p>Q-003002</p>
<p>13 Evaluation Criteria under Item No. 2 Project Management Approach only totals 40 points – but it says it will be worth 50 points. Please clarify how the other points will be earned.</p>	<p>See Addendum 03</p>	<p>Q-003001</p>
<p>14 SECTION 11.a - Alternative Language Consultant shall perform the Services to conform to generally accepted professional standards exercised by professionals on projects of similar scope, nature and complexity in line with industry standards and practice in effect at the time the Services are rendered and in a similar locality, under similar circumstances. Notwithstanding any other clause in this Agreement or term implied by statute or common law, the Consultant shall not be construed as owing any greater duty in relation to this Agreement than the use of necessary reasonable skill, care, and diligence pursuant to this clause. REASON: To add the typical language to clarify that the standard of care is associated with similar projects in this local and at the time the services are rendered.</p>	<p>See Addendum 03</p>	<p>Q-002997</p>
<p>15 Section 19.a - Alternative Language The Consultant shall indemnify, defend and hold harmless the Port of Tacoma and the Northwest Seaport Alliance and its officers, managing members, and employees from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorney's fees and costs, to the extent arising out of the negligence, recklessness, or intentional wrongdoing of Consultant or its officers... REASON: To clarify that indemnity is proportional to fault and consistent with Washington law. It is in the Port's best interest to administer its contracts equitably. Remove "agents" as the term is undefinable/unidentifiable and too broad.</p>	<p>See Addendum 03</p>	<p>Q-002997</p>
<p>16 SECTION 19 - add 19.f clause Requests that the following clause be added: Notwithstanding anything to the contrary in this agreement, Consultant and Port waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement. This waiver includes, but is not limited to, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that either Party may incur from any cause of action including negligence, strict liability, contract breach, and strict or implied breach of warranty. REASON: Respectfully requests the addition of a mutual waiver of indirect and consequential damages as between the parties. This is customary in our industry to help limit costs that are not typically insurable, disproportionate to compensation for services, or broader than duties required under tort law.</p>	<p>See Addendum 03</p>	<p>Q-002997</p>
<p>17 SECTION 23.b.vi and 23.b.vii - Additional text Add the following to the beginning of each section: To the extent required for the Services being performed, REASON: Respectfully requests these 2 sections be deleted or at a minimum add the language herein to clarify that these policies are only required if the services being performed necessitate them.</p>	<p>See Addendum 03</p>	<p>Q-002997</p>

18 SECTION 23.c - Alternative Language

See Addendum 03

All policies shall be issued by a company having an A. M. Best Financial Strength Rating of A- and Financial Size Category of VIII or better. The Consultant shall be responsible for notifying the Port in writing within ten (10) days of receipt of notice of coverage being suspended, voided, cancelled or materially reduced. Except for professional liability, workers compensation, and employers' liability, the Port and the Northwest Seaport Alliance shall be named as an additional insured on all policies by endorsement on ISO Form CG 20 10 Form B or equivalent.

Q-002997

REASON: To clarify that workers compensation and employers' liability also do not carry additional insured status.