

QUESTIONS & RESPONSES #03
RFP / TITLE: PA000000099 On-Call MS4 Water Quality On-Call Support (ISGP)

CONTACT: Michelle Walker, Procurement Analyst
EMAIL: procurement@portoftacoma.com
PHONE NUMBER: 253-888-4744
QUESTIONS DUE DATE: May 1, 2025 @ 2:00 PM (PDT)
Q&A ISSUE DATE: May 13, 2025

#	Question	Answer	Question #
1	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
2	Does this contract cover work at both the Port of Tacoma and the Port of Seattle?	Yes, but only NWSA-licensed properties at the Port of Seattle and not directly with the Port of Seattle.	Q-002984
3	Can a consultant propose as both a subconsultant and separately as a prime consultant?	Yes	Q-002984
4	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-002984
5	Are headers and footers allowed outside of the 1-inch margins?	Yes	Q-002987
6	One of the items in the Scope of Services section of the RFQ is "Receiving water studies." Can you please provide examples of the types of receiving water studies that could be needed and the kinds of services required?	Projects would potentially include preparing study documents (QAPP, Engineering Reports, etc.) in compliance with Department of Ecology processes for evaluating receiving waters associated with facility NPDES permits.	
7	SECTION11.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.	See Addendum 02	Q-002998
8	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.	See Addendum 02	Q-002998
9	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.	See Addendum 02	Q-002998

[illegible]