



**PORT OF TACOMA**  
**REQUEST FOR QUALIFICATIONS**  
**No. 070093**

**099597 – Parcel 15 (Former Portac Site)**  
**Investigation**

Issued by  
Port of Tacoma  
One Sitcum Plaza  
P.O. Box 1837  
Tacoma, WA 98401-1837

In Conjunction With  
Portac, Inc.  
P.O. Box 3471  
Tacoma, WA 98073-3471

RFQ INFORMATION	
Contact:	Jana Prince, Procurement
Email Addresses:	<a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a>
Submittal Date	<b>MAY 21, 2015 @ 3:00 PM</b>

PLEASE SUBMIT ALL CORRESPONDENCE AND STATEMENT OF QUALIFICATIONS VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND INCLUDE IN THE SUBJECT LINE:  
**'099597 PARCEL 15 (FORMER PORTAC SITE) INVESTIGATION'**

PORT OF TACOMA  
Request for Qualifications (RFQ) #070093  
099597 – PARCEL 15 (FORMER PORTAC SITE) INVESTIGATION

The [Port of Tacoma](#) (Port) and Portac Inc., (Portac) (collectively, the Solicitors) are soliciting Statements of Qualifications (SOQ) from highly qualified teams interested in providing Environmental Consulting services related to the investigation and remediation of hazardous substances in soil, groundwater, and/or surface water in support of developing and/or implementing an upcoming Agreed Order (AO) under the Model Toxics Control Act (MTCA) between the Solicitors and Washington State Department of Ecology (Ecology).

**A. CONTRACTING DESCRIPTION**

The Solicitors will jointly select the most qualified team (team includes all key members whether from the prime consultant firm or subconsultants for all necessary project services) and enter into negotiations with the intent to issue one professional service contract based upon the information provided herein. Following successful negotiation of rates and fees, the Solicitors will jointly execute the contract for the initial phase of work negotiated or may contract for all services requested for the entire project.

As this is a joint selection process, the Proposer must disclose all conflicts of interest and potential conflicts of interest with either the Port or Portac.

The scope of professional services for future phases may be contingent on the work results of the initial phase; therefore the Solicitors reserve the right to amend the general statement of work tasks listed below as required to accomplish the project scope and goals; and additionally reserve the right to select another team to perform additional phases, if needed.

Overall contract period of performance (to be extended, as needed through contract amendments) is intended to encompass the duration of the project. Project milestones are noted further in this RFQ.

**B. PROJECT BACKGROUND, SCOPE AND GOALS**

**PROJECT BACKGROUND**

The project objective is to complete the scope of work of the upcoming AO in a timely manner, including a Remedial Investigation, a Feasibility Study, a Draft Cleanup Action Plan, and other activities at the former Portac, Inc. site (Site) located at 4215 State Route 509 East Frontage Road, Tacoma, Washington (Port Parcel 15) as may be required under the AO or by the Solicitors. The subject property is owned by the Port. Portac (and its predecessors) leased the Site and operated a log yard and sawmill on the property from 1974 to 2009.

The northern and eastern portion of the Site includes the former Log Yard area. An environmental cap was placed over this area subject to a 1988 Order on Consent executed with the Washington State Department of Ecology (Ecology) under Revised Code of Washington (RCW) 90.48 (this Order on Consent pre-dated the MTCA regulations). The cap was intended to prevent metals-containing slag present in surface soils at the Log Yard from coming into contact with stormwater and impacting adjacent surface waters.

The balance of the Site includes the former sawmill area (Sawmill). The aboveground structures within the Sawmill area have been removed, and Portac has terminated its lease agreement with the Port. Since 2009, Portac has been working with the Port and Ecology under the MTCA Voluntary Cleanup Program (VCP) to resolve soil and groundwater contamination issues associated with the former Sawmill operations.

In June 2013, Ecology issued notice letters to the Portac and the Port identifying each entity as a potentially liable person (PLP) under MTCA for contamination at the Site. Ecology included both the Log Yard area and the Sawmill area within its definition of the Site. Ecology intends to develop a MTCA Agreed Order (AO) with Portac and the Port, which is expected to include a Remedial Investigation (RI) and Feasibility Study (FS). The target effective date of the AO is November 2015.

Additional information regarding the site is available on a Port ftp site, which can be accessed as follows:

<https://webftp.portoftacoma.com>

Username: pot070093

Password: 7pELta

## **PROJECT GOALS AND OBJECTIVES**

The goal and objective of the project is to conduct the appropriate work and prepare the deliverables required by Ecology to satisfy the conditions of the upcoming Agreed Order No. DE-XXXX for completion of a Remedial Investigation and Feasibility Study (RIFS) at the former Portac, Inc. site in Tacoma.

## **PROJECT SCOPE**

The scope of the overall project is to support the Solicitors as needed with the development and/or implementation of an upcoming execution of an Agreed Order with Ecology, and provide coordination support for potential property development.

## PROJECT SCHEDULE

The schedule milestones tentatively identified for the PARCEL 15 (former PORTAC Site) INVESTIGATION include, but are not limited to:

<b>Milestone:</b>	<b>Date:</b>
1. Data Gaps Memorandum	Within 30 days of the Effective Date of the Agreed Order.
2. Draft RIFS Work Plan	Within 60 days of receipt of Ecology's comments on the Data Gaps Memorandum.
3. Final RIFS Work Plan	Within 45 days of receipt of final Ecology comments on the Draft RIFS Work Plan
4. Field Investigation Activities	To be completed consistent with the schedule defined in the Final RIFS Work Plan, unless Ecology approves an alternate schedule. Preliminary data to be transmitted in batches to Ecology within 60 days of receipt of validated data, at a minimum once per quarter.
5. Draft RI Report	Within 90 days of receipt of final validated data from Field Investigation Activities
6. FS Technical Memorandum	Within 90 days of receipt of final validated data from Field Investigation Activities (in parallel with the Draft RI Report)
7. Draft RIFS	Within 90 days of receipt of final Ecology comments on both the Draft RI Report and FS Technical Memorandum
8. Final RIFS	Within 60 days of receipt of Ecology's final comments on the Draft RIFS
9. EIM Data Submittal	Due when the Final RIFS is submitted to Ecology
10. Draft Cleanup Action Plan	Due date not specified. DCAP will be developed after finalization of the RI/FS

### **C. PROFESSIONAL SERVICES STATEMENT OF WORK TASKS**

The initial scope of services for this contract is to review historical documents, recommend investigation tasks to satisfy RIFS data needs, and prepare a data gap memorandum (Milestone #1 above) to inform the development of an RIFS work plan (Milestones #2-#3 above). This information will be used to develop a project estimate and schedule. The secondary scope of services for this contract is to develop and conduct a remedial investigation/feasibility study (Milestones #4-#9 above) and prepare a draft cleanup action plan (Milestone #10 above), along with any and all other tasks and services to accomplish the goal and scope of the overall project. The full detailed scope will be negotiated with the selected team, and the scope may be extended through amendments to the agreement at any time upon mutual consent by the Solicitors and selected Consultant.

#### **D. SOQ ELEMENTS & EVALUATION CRITERIA:**

Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the proposing team (to include the prime, key team members and major sub-consultants) and the team's ability to meet the requirements and provide the requested services listed in this RFQ. Attention will be paid to technical competence and completeness of content. The written SOQ shall be prepared in the same sequential order of SOQ criteria outlined below.

SOQs must not exceed **8 numbered pages** (8 ½ by 11 inch), **excluding** the cover page, cover letter and requested appendices. All pages shall be in portrait orientation with 1 inch margins. Font size shall be 11 point or larger. SOQs that do not follow this format will not be reviewed. Use of color is not prohibited but note that SOQs are often reproduced for review in black and white.

The cover letter shall include the RFQ Title and Number; Name, Title, Email Address, Phone Number and Addresses of the Proposing's team main contact and include the following information:

- Descriptions of all claims submitted by any client against the prime within the past two years related to the professional services provided by the prime (inclusive of the prime and sub-consultants) or their key personnel. For this purpose, "claim" means a sum of money in dispute in excess of 10% of the prime's fee for the services provided;
- Any real or perceived conflicts of interests for team members, inclusive of the prime, sub-consultants and key team members.

**SOQs are to address, and will be evaluated upon, the following criteria:**

#### **INITIAL EVALUATION PHASE**

##### **1. Qualifications and experience of the key team members who will be responsible for overseeing and performing the services ..... 35 PTS**

- a. Describe key personnel of the proposed team and overall organization of the project team. Provide a summary of background, experience, technical competence and qualifications of key personnel (include working titles, degrees, certificates and licenses, etc.) and their project specific roles and responsibilities. Emphasize experience and expertise in performing services of similar scope and complexity.
- b. Provide a summary of proposing team's services, experience and expertise related to the elements described in the scope of services and more specifically with the following scope elements:
  - 1) Experience with geochemical fate and transport of arsenic and other metals, and with biodegradation of PCP and other semi-volatile organic compounds
  - 2) Experience quantifying interactions between surface water and groundwater in a tidally influence environment

- 3) Experience supporting agreed orders under MTCA
- c. Provide a list of references for recent contracts/projects, to include a client point of contact name and title, contact information (phone and email), period of performance, key personnel involved, and brief description of services relevant to the services being requested. Only projects completed by proposed key team members will be considered.

**2. Project Approach Narrative.....35 PTS**

SOQs should clearly outline the team's recommended approach and methodology for:

- Accomplishing the necessary services to accomplish the project scope: Clearly describe the approaches and methods that will be used to accomplish the necessary services. Include a summary of innovative ideas and suggestions for implementing or enhancing the scope of services.
- Coordination & Communication: Provide a plan for communications and coordination between the project team, the Solicitors' Project Coordinators and the various stakeholders as needed.

**3. Project Schedule.....15 PTS**

Describe the team's availability, capacity and ability to undertake the work immediately and dedicate the necessary personnel and resources to meet the anticipated schedule.

Discuss how the team anticipates approaching and adhering to the milestone schedule listed above and what risks and/or constraints may negatively affect the timeline. Describe experience and approach in addressing scheduling constraints.

**4. Accuracy and Completeness of the SOQ.....15 PTS**

SOQs will be evaluated on the following criteria:

- Formatting and layout.
- Spelling and grammatical accuracy.
- Legibility of figures and chart information.
- Coherent and logical flow of written responses.

**FINAL EVALUATION PHASE (if applicable)**

**5. References.....50 PTS**

The Solicitors will evaluate the reference checks to assess the project team's overall performance and success of previous, similar work. Reference checks will also be utilized to validate information contained in the SOQ. Reference checks may be checked on only the selected, most qualified team, or the short-listed teams.

**6. Interviews (as requested by the Solicitors)..... 100 PTS**

If an award is not made based on the written evaluations and references alone, interviews may be conducted with the top-ranked teams. Failure to participate in the interview process will result in the team's disqualification from further consideration. The Solicitors will inform top-ranked teams invited for an interview of the interview schedule, agenda and criteria for scoring to time of invitations.

**ATTACHMENTS:**

Attachment A – Instructions for Proposing

Attachment B – Insurance Requirements

## **PROCUREMENT PROCESS**

### **SOLICITATION TIMELINE:**

Issuance of RFQ	APRIL 27, 2015
Last Day To Submit Questions	MAY 14, 2015
<b>SOQs due</b>	<b>MAY 21, 2015 @ 3:00 PM</b>
Short List Consultants*	JUNE 2, 2015
Interviews (if required)*	JUNE 9/10, 2015
Final Selection*	JUNE 12, 2015
Execute Contract*	JULY 1, 2015

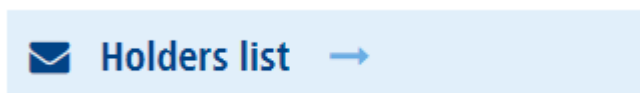
\*Dates with an asterisk are estimated dates and are for information purposes only.

All status updates on the above solicitation timeline will be announced on the Port's [website for this solicitation](#).

### **VENDOR OBLIGATION**

Port of Tacoma Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website, [www.portoftacoma.com](http://www.portoftacoma.com) under 'Contracts'; Procurement and then finding RFQ Number (070093) and RFQ Title.

When viewing the details page for this procurement on the Port's Website firms have the option of subscribing to the Holders List.



Detailed instructions for subscribing to the Holder's List for Port of Tacoma Procurements are available [here](#).

By subscribing to the Holders List, firms will automatically be notified when new documents or changes relating to this procurement occurs.

### **COMMUNICATION / INQUIRES**

Proposers who, relative to this scope of services, contact any individuals or Commission members representing the Solicitors, other than the Procurement Representative listed on the RFQ may be disqualified from consideration.

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to **Jana Prince** in the Facilities Group Procurement Department, [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) (**Solicitation Name** in subject line).

Proposers who may have questions about provisions of these documents are to email their questions by the date listed above. The Solicitors will respond to all written questions submitted by this deadline.

## **PRE-PROPOSAL CONFERENCE**

The Solicitors will not conduct a pre-proposal conference for this procurement. To obtain answers to any questions or for further clarifications, submit all questions as noted above.

## **ADDENDA**

The Solicitors may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. Addenda will be posted to the Port's web site and conveyed to those potential submitters who have subscribed to the Holders List.

## **SUBMITTAL PROCESS**

SOQs must be received via email on or before the date and time outlined on the front page of this RFQ. Send your electronic submittal to:

[procurement@portoftacoma.com](mailto:procurement@portoftacoma.com).

Name of Firm, RFQ Title (Subject Line)

Please submit one electronic copy in Adobe Acrobat PDF format, including all appendices. Submittals need to be limited to **9 MB in total email size**. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided upon request.

**\*Late SOQs will not be accepted by the Solicitors. SOQs received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

## **EVALUATION AND AWARD PROCESS**

An evaluation team will review the SOQs and evaluate all responses received based upon the criteria listed in the RFQ. The Solicitors may request clarifications or additional information, if needed. A selection may be made based on the SOQ's and initial evaluation criteria alone or the firms determined to be most qualified through the initial evaluation phase may be invited in for interviews and the final determination for short listed firms will be based on reference checks and/or interviews.

The Solicitors intends to select the proposed Team which represents the most qualified team to the Solicitors and begin the negotiation and award process based on the evaluated scores.

The selected Consultant will be invited to enter into contract negotiations with the Solicitors. Should the Solicitors and the selected consultant not reach a mutual agreement, the Solicitors will terminate negotiations and move to the next highest ranked team and proceed with negotiations.

The Solicitors reserves the right to accept or reject any or all information in its entirety or in part and to waive informalities and minor irregularities and to contract as the best interest of the Solicitors may require. The Solicitors reserves the right to reject any or all SOQs submitted as non-responsive or non-responsible.

News releases pertaining to this RFQ, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the Solicitors.

## **COSTS BORNE BY PROPOSERS**

All costs incurred in the preparation of a SOQ and participation in this RFQ and negotiation process shall be borne by the proposing firms.

## **PUBLIC DISCLOSURE**

SOQs submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by anyone requesting the document under a Public Records Request following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is executed between the Solicitors and the selected Consultant.

If a firm considers any portion of its response to be protected under the law, the firm shall clearly identify each such portion with words such as “CONFIDENTIAL”, “PROPRIETARY” or “BUSINESS SECRET” on each page for which the protection is sought. If a request is made for disclosure of such portion, the Port will notify the firm of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the Port by the stated deadline, the Port will release the requested portions of the response. By submitting a response, the vendor assents to the procedure outlined in this paragraph and shall have no claim against the Port on account of actions taken under such procedure.

## **INSURANCE REQUIREMENTS**

By submitting a Statement of Qualifications (SOQ), the Proposer represents that it has carefully read these insurance requirements. **As applicable, proposers shall identify propose alternate wording, if any, to these requirements as an appendix to their submitted SOQ.**

### **INSURANCE - ASSUMPTION OF RISK**

- a) As a further consideration in determining compensation amounts, the Consultant shall procure and maintain, during the life of this Agreement, such commercial general liability insurance, professional liability insurance and environmental liability insurance including asbestos abatement liability and other insurance as required by contract for this project that shall protect Consultant and any subconsultant performing work under this Agreement from claims for damages from bodily injury, including death, resulting therefrom as well as from claims for property damage, economic damage or cleanup costs, which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultant, or anyone directly or indirectly employed by either of them.
- b) Consultant shall indemnify, defend, and hold harmless the Port, its officials, officers, agents, and employees, and Portac, Inc. and its officials, officers, agents, and employees, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the Port, or its officers, agents, or employees, or Portac, Inc. or its officials, officers, agents, and employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as amended.
- c) This indemnification shall extend to and include attorney's fees and the cost of establishing the right of indemnification hereunder in favor of the Port and Portac, Inc. This indemnification shall survive the termination of this Agreement.
- d) Consultant specifically assumes potential liability for actions brought by Consultant's own employees against the Port or Portac, Inc. and, solely for the purpose of this indemnification and defense, Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. Consultant recognizes that this waiver was the subject of mutual negotiation.
- e) With respect to professional liability claims only, and not commercial general liability claims, Consultant agrees to indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees, and Portac, Inc. and its officials, officers, agents, and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

- f) Consultant shall submit to the Port of Tacoma and to Portac, Inc., prior to the commencement of services, certificates of insurance evidencing:
  - i) Commercial General Liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage will include: Products and Completed Operations, Contractual Liability and Personal & Advertising Injury; and
  - ii) Automobile Liability covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident; and
  - iii) Professional Liability including environmental consulting services of not less than \$1,000,000 per claim and in the aggregate. If the scope of Professional Services includes environmental testing, consulting or other such professional services, the Consultant's Professional Liability policy shall include coverage for these services. If such coverage is written on a claims-made basis, any retroactive date on the policy shall be prior to the start of this contract. Coverage shall remain in effect for the term of this Agreement plus three years. Certificates of Insurance citing the contract and project number shall be provided to the Port of Tacoma and to Portac, Inc. on an annual basis for each of the three years.
  - iv) Workers Compensation Insurance: Statutory Workers Compensation Insurance as required by the State of Washington.
  - v) Stop Gap/Employers Liability Insurance shall be provided with a limit of not less than \$1,000,000 per claim.
- g) All policies shall be issued by a company having an A. M. Best Financial Strength Rating of A- and Financial Size Category of VI or better. The Consultant shall be responsible for notifying the Port and Portac, Inc. in writing within ten (10) days of receipt of notice of coverage being suspended, voided, cancelled or materially reduced. Except for professional liability, the Port and Portac, Inc. shall be named as additional insured on all policies by endorsement on ISO Form CG 20 10 Form B or equivalent. Except for Workers Compensation and Professional Liability, waivers of subrogation shall be provided by endorsement to all policies.
- h) Consultant is responsible for complying with the Washington State laws that pertain to industrial insurance (RCW 51) for. Consultant shall submit a current employer liability certificate as issued by the Washington Department of Labor and Industries that shows the status of Consultant's worker compensation account prior to contract execution, including those Consultants who are qualified self-insurers with the state. Consultant bears the responsibility to ensure that any out-of-state (non-Washington) employees and subconsultants have appropriate workers compensation coverage while working for the Port and Portac, Inc. in Washington State. Consultant may be exempt from state worker compensation insurance requirements (RCW 51.12.020) such as if Consultant is a sole proprietor.