



**RFP or RFQ / TITLE**  
**CONTACT**  
**EMAIL**  
**PHONE NUMBER**  
**SUBMITTAL DUE DATE**  
**Q&A ISSUE DATE**

**QUESTIONS & RESPONSES #01**

**071530 PARCEL 91 INVESTIGATION (FS, DCAP & IA)**  
**Michelle Walker, Procurement**  
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**253-888-4744**  
**APRIL 7, 2022 @ 2:00 PM (PST)**  
**MARCH 25, 2022 CLOSE OF BUSINESS**

#	PROPOSER QUESTIONS	PORT RESPONSES	RFP/ RFQ Section
1	Delivery Method – the RFQ lists on the first page that the SOQ should be submitted via email directly to you, but then on page 7 it lists that a hard copy submittal be delivered to the Port. Can you please clarify what your preferred method of delivery is?	Addendum 01 posted 3/25/22-please submit via hard copies as directed on page 7.	Page 1 & 7
2	<p>Terms and Conditions – we proposed the following modifications to the Port's Standard Terms and Conditions as suggestions we would like the Port to consider.</p> <p>•Article 19a (Indemnification). The indemnification clause does not include a carve out for defense costs for professional liability claims. H&amp;A considers this to be onerous because our professional liability insurance does not cover an upfront duty to defend and our previous contracts with the Port include a similar carve out. H&amp;A's professional liability policy will only pay for our proportionate share of costs, damages, and claims, including legal fees, conditioned upon the finding of our negligence. We propose the following alternative language: "The Consultant shall indemnify, defend (the defense obligation shall not apply to professional liability claims), and hold harmless the Port of Tacoma and the Northwest Seaport Alliance and its officers, managing members..." H&amp;A understands it is in the best interest of the Port to ensure that H&amp;A's professional liability insurance is responsive.</p> <p>•Article 19a (Indemnification). The indemnification clause fails to proportionately tie H&amp;A's indemnification obligation to its negligent performance of professional services. H&amp;A considers this to be onerous because H&amp;A's professional liability insurance would exclude coverage as our policy is written only to provide coverage for breach of the industry standard of care (negligence). We propose the following alternative language: "...from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorney's fees, costs to the extent caused by or and arising out of the negligence, recklessness, or intentional wrongdoing of Consultant or its officers, employees, subcontractors, or agents under this Agreement..." H&amp;A understands it is in the best interest of the Port to ensure that H&amp;A's professional liability insurance is responsive.</p>	To be published	Terms & Conditions #19
3	Will the subject property be redeveloped? What is the intended use?	Yes, Unknown, possibly lay down yard, rail expansion, or other.	Property Redevelopment
4	Do the references discussed on pg. 5 need to be included in the SOQ submittal, or are those only submitted if a firm is chosen for an interview?	Submit only if chosen for an interview.	References
5	Does the Port of Tacoma allow reasonable annual escalation of rates? If so, how are the rate increases indexed (i.e., CPI)?	Yes, tied to Seattle/Bremerton/Tacoma changes in the CPI.	Escalation Rates
6	Does Port of Tacoma allow itemized billing for equipment?	Yes	Itemized Billing
7	Will the Port of Tacoma be seeking grant funding for any portion of this project?	To be published	Grant Funding
8	Upon contract award, will there be the potential for negotiation of certain contract provisions with the Port of Tacoma?	<p>No, as stated in page 2-3 "The Port's Standard Terms and Conditions are included with the Sample Professional Services Agreement (Attachment B). By submitting a SOQ, the Proposer represents that it has carefully read and agrees to be bound by the Port's Standard Terms and Conditions. Identify during the question submittal and response period, any sections you consider onerous, clarify why you consider these sections onerous, propose alternative language and describe why it is in the Port's best interests to adopt the alternative language. SOQ submitted with altered or conditioned Terms and Conditions or Bid Documents without prior written agreement from the Port will be considered non-responsive and not considered for evaluation."</p> <p>Statement of Work is negotiable.</p>	Page 2-3

9	Please clarify whether Attachment D is to be submitted with the SOQ. If so, please clarify (1) the applicability of "remote" versus "on-site" hourly rates and (2) how the Port will use the information in selection of the best-qualified consultant.	Yes. Remote versus on-site is intended to distinguish field from office personnel charge rates. Selection will be based on criteria identified in the solicitation.	Attach D















