



QUESTIONS & RESPONSES #04

RFP / TITLE 071357 | On-Call Grant Support Services
CONTACT Heather Shadko, PROCUREMENT
EMAIL procurement@portoftacoma.com
PHONE NUMBER 253-428-8697
SUBMITTAL DUE DATE April 2, 2020 @ 2:00PM (PST)
Q&A ISSUE DATE March 26, 2020

PROPOSER QUESTIONS	PORT RESPONSES	RFP/ RFQ Section
In light of COVID-19, some of our clients may be preparing to work from home and may not respond to the reference survey as promptly as in normal conditions. Would the Port consider extending the April 2nd deadline for completed surveys to be submitted?	No, since the responses are being requested and received electronically the deadline will remain April 2nd.	
Air Quality: the San Pedro Bay Ports Clean Air Action Plan was referenced along with their website. Is it possible that you meant to reference the Northwest Ports Clean Air Strategy developed in 2007 and updated in 2013? https://www.nwseaportalliance.com/NWPCAS	See Addendum #2	page 6
Cover page says to submit proposals to nwsaprocurement@nwseaportalliance.com Attachment A (instructions for proposing) lists procurement@portoftacoma.com Please clarify this, should we send proposal to both emails?	See Addendum #1	
Whether companies from Outside USA can apply for this? (like, from India or Canada)	There are no restrictions on who can participate in this opportunity. There may be times when face-to-face meetings will be required. Pricing will need to reflect the potential for these types of meetings since the rates need to be fully burdened per the solicitation documents.	
Whether we need to come over there for meetings?	Meetings at our offices to discuss graphic support may be required.	
Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)	See above.	
Can we submit the proposals via email?	See RFP, Attachment A	page 2
Can you let us know if the firm selected for this work will be conflicted from pursuing work that is identified and scoped through this contract?	It depends. We are not able to provide an accurate response as we will need to evaluate this when or if a subsequent RFQ would be released because of the work done as a result of this solicitation.	
Given the challenge of preparing a submittal of this nature while our staff are working remotely, we respectfully request that the Port/NWSA consider extending the due date for this submittal.	Since the responses are being requested and received electronically the deadline will remain April 2nd.	

Given the nature and duration of the agreement, the wide variety of tasks that may be assigned, and the breadth of resources available to support this project, is it acceptable to provide hourly billing rates for employee classifications working on the project vs. hourly billing rates for each specific individual that may work on the project over the life of the agreement?	Yes	
The RFQ indicates that the proposed billing rates shall be in effect for the duration of the agreement, which could be as much as 5 years. Is it acceptable to allow for an annual adjustment to the hourly billing rate to reflect changes in salary costs?	Yes	
Given the nature and duration of the agreement, is it acceptable to include Other Direct Cost (ODC) Reimbursements for major, hard to define costs directly associated with performing the work, such as air fare and lodging for employees who do not reside locally, subject to advance approval of the Port/NWSA Project Manager?	No, we are looking for a fully burdened rate for the solicitation	
Please explain how the requested items will be evaluated for the purpose of assigning points for each of the evaluation categories identified in the RFQ, especially how points will be allocated for the requested cost section.	Proposals will be evaluated based on the information the submitter provides and how well the desired tasks can be met based on the evidence and examples provided.	
Please provide the dollar value of the contract(s) to be awarded as a result of this procurement.	We cannot determine the value of any contract(s) we may award as it depends on the rates provided and the number of responses we receive.	
As we navigate the current world situation and various shelter in place orders affecting our offices, we would like to request a minimum two-week extension to the due date.	Since the responses are being requested and received electronically the deadline will remain April 2nd.	
We'd like to include references for our subconsultants as they provide specialties in different categories and tasks. How will subconsultant references count towards the 3 reference minimum, 5 reference maximum requirement? How would you like the Prime/Sub relationship identified on the reference form?	References are only for the entity submitting the Proposal, not for sub-contractors; the potential successful Consultant. The references submitted will count towards the min/max identified in the RFP.	
On Attachment C Page 2 of the Reference Check, instructions state to manually sign and date Page 4. Please confirm if an electronic signature and date using the built-in Digital ID feature is acceptable. Our references may not have the ability to print and scan.	Electronic signature are acceptable	Attach C pg. 2
On RFP Page 10 under Compensation, instructions state to "Present detailed information on the firm's proposed costs for services proposed." Attachment "C" Rates shows a table template for Personnel and Hourly Rates. Please confirm if NWSA is asking for the fully burdened, blended hourly rate for each staff member that will be assigned to the on-call or if NWSA is asking for a total project fee estimate.	Confirmed. We are looking for fully burdened, blended hourly rates for each resource.	pg. 10

<p>Article 9 contains the term for submitting invoices which shall be performed by 10th day of the month. While we expect to meet the suggested deadline, the term is shorter than what we usually agree to in our contracts. <i>Considering this we would suggest including the following at the end of Article 9: Invoices submitted after the tenth day of each month shall be included in the following month's payment schedule. Invoices submitted after the tenth day of each month shall be included in the following month's payment schedule.</i></p>	<p><i>THIS LANGUAGE WILL REMAIN AS IS.</i></p>	<p>T&C #9</p>
<p>Article 11 b contains indemnification language. We suggest the following modifications so that the indemnification obligation for the Consultant is predicated on and to the extent of the Consultant's own negligence. <i>With respect to claims other than professional liability claims, Consultant and its sub-consultants agree to defend, indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including reasonable attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, to the extent arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services. Consultant shall indemnify and hold the Port of Tacoma [and Northwest Seaport Alliance] harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control <u>to the extent they arise out of the negligent acts or willful misconduct by the Consultant in the performance of the Consultant's professional services</u></i></p>	<p><i>THIS LANGUAGE WILL REMAIN AS IS.</i></p>	<p>T&C #11b</p>

<p>Article 11 c contains indemnification language with respect to professional liability claims. We suggest the following modifications so that the indemnification obligation for the Consultant is predicated on and to the extent of the Consultant 's own negligence With respect to professional liability claims only, Consultant and its subconsultants agree to indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including reasonable attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, to the extent arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services. Consultant shall indemnify and hold the Port of Tacoma [and Northwest Seaport Alliance] harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control to the extent they arise out of negligent acts or willful misconduct by the Consultant in the performance of the Consultant's professional services.</p>	<p>THIS LANGUAGE WILL REMAIN AS IS</p>	<p>T&C #11c</p>
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<p>Article 12 from the Agreement contains warranty clause. We request that any warranty shall apply only to defects arising solely out of the Consultant's work and not contributed to by the Port or other third parties that Consultant does not have the ability to control. Please modify the stated Article 12 in the following way: Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall at the time of the delivery and for a period of twelve (12) months after that, without additional compensation, correct or revise any errors or omissions in such work caused solely by the Consultant under this Agreement and not contributed to by the Port or other third parties that Consultant does not have the ability to control</p>	<p>THIS LANGUAGE WILL REMAIN AS IS.</p>	<p>T&C #12</p>