

**RFP / TITLE**

**CONTACT**

**EMAIL**

**PHONE NUMBER**

**SUBMITTAL DUE DATE**

**Q&A ISSUE DATE**

**QUESTIONS & RESPONSES #03**

**071937 Analysis of Offshore Wind Supply Chain Opportunities**

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**SEPT 11, 2023 @ 2:00 PM (PDT)**

**AUG 29, 2023**

#	Question	Answer	Question #
1	Please confirm that the following coverage does not apply under this solicitation:  11. Insurance - Assumption of Risk ii. Marine Protection and Indemnity/Vessel Pollution Liability: which shall include Collision Liability and Jones Act coverages. The limit of liability shall not be less than \$1,000,000. a. Vessel Pollution Liability: limits shall be the same as the Protection and Indemnity	Please see addendum 01	
2	Are we allowed to list NWSA staff as references in the project references?	If the project is within the last (5) years, NWSA staff can be listed as reference in project references	Q-001794
3	Please confirm the following request in the Project Approach Narrative (page 5 of 18) Section 2.b) is correct: "General information for supporting the NWSA with an overall approach to architectural services at the NWSA."	Please see addendum 02	Q-001804
4	Please confirm the cover page and divider tabs do not count in the 15-page limit.	Cover page and divider tabs do not count in the 15-page count	Q-001804
5	Section 15 (Term of this Agreement) – This clause includes the termination rights of the NWSA for convenience and cause. Could an opportunity for the professional to cure any alleged breach or failure be included when the NWSA wishes to terminate for cause, such as: "The NWSA may allow Consultant a 5-day opportunity to cure any breach or failure, or show reasonable progress towards such cure, before effecting termination." Such a term would be beneficial to the NWSA as keeping the current professional on the project will save time and money, providing the professional provides a cure to the satisfaction of the NWSA.	Please see addendum 02	Q-001804
6	Section 13 (Time) – This clause infers that performance within the schedule timeline is more important than the proper performance of services. However, most delays are caused by circumstances outside the control of the professional, and the duty to observe the professional standard of care must still be observed. In other words, it would serve neither party well for the professional to try to speed up services to make up for any lost time. Would the NWSA consider modifying this clause as follows? "Time is of the essence in the performance by the Consultant of the services required by this Agreement, , subject, however to exercise of the Standard of Care. The completion dates for tasks may be modified by a written directive; however, the period of performance for the Agreement may only be modified through an amendment. The period of performance and contract milestones shall not be extended because of any unwarranted delays attributable to the Consultant. The period of performance and contract milestones may be extended in the event of a delay caused by the NWSA which results in a delay in the performance of an affected task, because of unavoidable delay caused by any governmental action, or other conditions beyond the control of the Consultant, which could not reasonably be anticipated and which results in a delay in the period of performance and contract schedule."	Please see addendum 02	Q-001804
7	Will award be sole source or can multiple firms be awarded?	One contract will be awarded to one firm	Q-001805
8	Do you have preferred categories of stakeholders, recognizing scope and price can be significantly impacted based on level of inclusion?	Would prefer for bidders to provide different options/levels of scope for their thoughts on appropriate preferred categories of stakeholders	Q-001805
9	Will contract award or partial contract award of services limit additional services a firm could complete at the Port outside of this contract?	Contract award or partial contract award will not limit additional services a firm could take part in outside of this contract.	Q-001805