QUESTIONS & RESPONSES #02
PROCUREMENT NUMBER: 092026-1057
RFP/RFQ TITLE: Skid Mounted Mobile Shore Power Cable Reel
CONTACT: Alex Compton, Manager, Contracts & Procurement
EMAIL: procurement@portoftacoma.com
PHONE NUMBER: 253-888-4744
QUESTIONS DUE DATE: Thursday, October 29, 2026 @ 2:00 PM (PDT)
Q&A ISSUE DATE: 11/16/26

#	Question	Answer	Question #
1	Warranty ITB page 3/29 (3/63) and 1.9 Is it possible to reduce the warranty to 1 year standard instead of 5 years. Due to the harsh environment and rough operation conditions the system is exposed to, the system will be subject to a lot of wear and tear deterioration, which really depends on the way the equipment is operated rather than the quality of how it was built. It will be necessary to assume worst case scenarios on the possibility of events that can take place and this could translate in an unnecessary expensive component in the offer.	Warranty period has been reduced to the standard one year. See Addendum1.	Q-004277
2	2.11 COMMUNICATIONS Supplier request approval for taking exception of supplying fiber optic connections. The cable used includes fiber optic but Fiber Optic is not being used at any other terminal utilizing Mobile Shore Power Cable Reel Assembly and no Fiber Optic junction box, connection or connectors are included in the offer.	There does not need to be any fiber optic connections for the cable reel assembly, as the existing shore power infrastructure in use at Husky Terminal does not include any fiber optic cables. See Addendum 1 for revisions to Sections 2.5 and 2.11 of the technical specifications in Attachment C.	Q-004277
3	2.12 REEL DRIVE, BRAKE, AND CONTROL SYSTEM Suppliers Skid Mounted Shore Power Skid is based on a hydraulic unit operation which is a more simple, compact, easier, and cheaper to operate and maintain solution ideal for the conditions where there is no room between the crane rail and the face of the wharf as it is the case in Husky Terminal T3&T4. Suppier requests approval for taking exception of supplying a reel drive and control system, different than the standard hydraulic and mechanic systems Supplier uses for their shore power skid solutions.	It is acceptable to provide a hydraulic unit to operate the reel as requested in this question. Hydraulic control was mentioned in Attachment C, paragraph 1.5.F and Exhibit 6 in Appendix A. See Addendum 1 for revisions to Sections 2.12 and 2.14 of the technical specifications in Attachment C.	Q-004277
4	2.14 ELECTRICAL ENCLOSURES AND CONTROL PANELS Suppliers system does not use a slipring reducing the need for electric components including cabinets and therefore keeping the system simple and easier to fit in tight places. At no point there is operation of a skid mounted mobile shore power reel while energized, so many of the features that a slipring and an electric cabinet with control are unnecessary only making the cost of the solution more and more expensive. Supplier requests approval for taking exception of supplying a control panel, different than the standard hydraulic and mechanic systems Supplier uses for their shore power skid solutions.	Paragraph 2.6.B did not require slip rings, but only listed that as one option. The simplified system described in this question is acceptable as long as the proposed system supplied meets the supplier qualifications described in paragraph 1.6.N. Section 2.14 simply lists requirements for any electrical enclosures or control panels that are used. See Addendum 1 for revisions to Sections 2.12 and 2.14.	Q-004277
5	Q1. ITB §A, last paragraph / Funding source Question: The ITB refers to the "granting agency". Is this purchase funded in whole or in part by a federal grant? If so, please list all federal requirements that apply to the Contract (e.g., 2 CFR 200 Appendix II clauses, Build America, Buy America, Davis-Bacon, suspension and debarment certification). Reason: Domestic-content and federal flow-down requirements affect sourcing, pricing and certifications, and must be known before bidding. Benefit to NWSA: Prevents non-compliant bids and protects NWSA's grant eligibility.	Rejected by NWSA.	Email
6	Q2. ITB §C, Warranty, 1st paragraph / Warranty exclusions Proposed language: Add at the end of the 1st paragraph, after "…authorized manufacturer service providers.": "The warranty does not cover normal wear and tear, or damage from accident, misuse, operation or maintenance contrary to the O&M manual, or repairs or modifications not made or authorized by Supplier." Benefit to NWSA: Bidders need not price undefined maintenance risk into the warranty, which lowers bid prices.	See Addendum 04-Some revisions accepted by NWSA.	Email
7	Q3. ITB §C, 2nd paragraph, and Attachment C §1.9.A / Warranty commencement Onerous because: If commissioning or final payment is delayed for reasons outside Supplier's control, the warranty start date is open-ended. Proposed language: In both places, add after "(b) thirty (30) days after final payment": "; or (c) six (6) months after delivery" Benefit to NWSA: A certain warranty period, with no contingency priced in for an open-ended one.	Rejected by NWSA- It has to be placed in service before the warranty starts.	Email

8	Q4. ITB §C, 4th paragraph / Corrective action Onerous because: It is unclear whether remote diagnosis counts as beginning corrective action within 72 hours. Proposed language: Add after "begin corrective action": "(on-site or remote)" Benefit to NWSA: Faster first response, and no unnecessary travel costs priced into the bid.	Rejected by NWSA.	Email
9	Q5. ITB §C, last paragraph / Parts availability Onerous because: Over ten years, the manufacturers of third-party components (drives, PLCs, generator) may discontinue them. Proposed language: Add after "repair parts": "(or functionally equivalent replacements)" Benefit to NWSA: Ensures the equipment stays supported despite component obsolescence.	See Addendum 04-Some revisions accepted by NWSA.	Email
10	Q6. ITB §D, "Effective Dates of Offer" / Bid validity Question: As provided in this clause, the bidder objects to price validity "until NWSA completes award". Please confirm that bids remain valid for 90 days after the bid deadline, as stated in ITB §D (Electronic Submittal) and Attachment A, extendable by mutual agreement. Reason: Open-ended validity exposes bidders to copper, steel and currency fluctuations. Benefit to NWSA: Tighter pricing, without open-ended risk premiums.	Yes	Email
11	Q7. Attachment A, "Prohibition on Advanced Payments" (p. 14) / Payment on delivery Onerous because: Payment only after acceptance (up to 120 days after delivery under Attachment B §8) means the Supplier finances a custom-engineered unit for about 11 months. Proposed language: Add at the end of the clause: "Partial payment of seventy percent (70%) of the Contract price is allowed on delivery; the balance on acceptance." Benefit to NWSA: NWSA pays only for goods already delivered, not in advance, and financing costs stay out of bid prices.	Rejected by NWSA-Prepayment before acceptance would be considered gifting of public funds for a public agency.	Email
12	Q8. Attachment A, "Subcontracts and Assignment" (p. 14) / Consent Onerous because: Prior consent with 30 days' notice for each subcontract would delay a 190-day schedule. The Specification itself requires a Washington-licensed Professional Engineer (Attachment C §1.4.C). Proposed language: Add at the end of the clause: "Consent is deemed given for Supplier's affiliates, the Washington-licensed Professional Engineer, and suppliers of components and materials." Benefit to NWSA: Protects the delivery schedule, while NWSA keeps control over all other subcontracting.	See Addendum 04-Some revisions accepted by NWSA.	Email
13	Q9. §4.1 / Import duties Onerous because: Prices must include all duties (Attachment D), but government action after the bid date may change U.S. import duties, which is beyond bidders' control. Proposed language: Add at the end of §4.1: "New, increased or reduced U.S. import duties, tariff or other fees enacted after the bid date shall be adjusted at documented cost." Benefit to NWSA: Bidders need not include speculative tariff contingencies. NWSA pays only actual changes and benefits from any reductions.	See Addendum 04-Some revisions accepted by NWSA.	Email
14	Q10. §5.1 / Delivery extension Onerous because: Time is of the essence and the Contract has no force majeure clause. The 190-day period also includes steps NWSA controls: site visit, submittal review, FAT witnessing. Proposed language: Add at the end of §5.1, after "…Tacoma, WA 98421.": "The delivery period is extended for delays caused by Buyer (including submittal review, approvals and site access) or by events beyond Seller's reasonable control, notified in writing within fifteen (15) days." Benefit to NWSA: No schedule contingency in pricing. The 15-day notice matches the §10.3 claims process.	Rejected by NWSA-this is covered under claims.	Email
15	Q11. §6.1 and Attachment C §1.6.E / Existing system interface Onerous because: The Supplier must certify full compatibility with the existing shore power system, but site electrical drawings are provided only after award. Question: Please provide now the make and model of the existing shore power outlet receptacles and plugs, the pilot/communications interface (including fiber type), and the key interlock system. Key codes are not needed. Proposed language: Add at the end of §6.1: "Buyer-ordered changes, or existing Port system conditions differing materially from those disclosed in the ITB, entitle Seller to an equitable adjustment of price and schedule." Benefit to NWSA: All bidders price the same known interface, with no contingencies for unknown conditions.	Rejected by NWSA-this is covered under claims.	Email

16	Q12. §7.2 / Fitness for purpose Onerous because: “Intended purposes” is undefined. Proposed language: Add after “fit for intended purposes”: “as stated in Attachment C” Benefit to NWSA: An objective standard that can be verified at acceptance.	See Addendum 04-Some revisions accepted by NWSA.	Email
17	Q13. §7.3 / Indemnification Onerous because: As drafted, the indemnity could be read to cover claims caused by Buyer or third parties. Defects in the Goods themselves could also be claimed as uncapped property damage, bypassing the warranty. Proposed language: (a) Add after “or intentional misconduct” (end of the 1st sentence): “, to the extent caused by Seller or persons for whom Seller is responsible.” (b) In the last sentence, add after “damages to property”: “(other than to the Goods)” Benefit to NWSA: A proportionate-fault indemnity is insurable under the CGL policy required by §11, so NWSA’s protection is backed by insurance.	See Addendum 04-Some revisions accepted by NWSA.	Email
18	Q14. §7.4 / Intellectual property Onerous because: The Goods must intermate with NWSA’s existing equipment and follow NWSA’s specification. The Supplier cannot control infringement arising from either. Proposed language: Add at the end of §7.4: “This Section does not apply to claims arising from Buyer’s specifications or existing equipment, or from modification or combination of the Goods by others.” Benefit to NWSA: Market-standard wording that keeps risk outside the Supplier’s control out of bid prices.	See Addendum 04-Some revisions accepted by NWSA.	Email
19	Q15. New §7.6 / Limitation of liability Onerous because: The Contract has no limitation of liability and no exclusion of consequential damages. For equipment serving vessels at an active terminal, the exposure is uninsurable and out of proportion to the contract value. §7.3 itself already contemplates a limitation of liability. Proposed language: Add a new §7.6 after §7.5: “7.6 Limitation of Liability. Notwithstanding any other provision, Seller’s total liability under this Contract, including for warranty, indemnity, property damage or otherwise, shall not exceed the Contract price, except for death, personal injury, gross negligence or willful misconduct. Neither party shall be liable for indirect or consequential damages, including loss of use, revenue, profit, or vessel or berth delay. This Section applies whether in contract, tort (including negligence) or otherwise.” Benefit to NWSA: Aligns total exposure with the contract value, while death, personal injury, gross negligence and willful misconduct stay uncapped. It removes uninsurable risk premiums from bid prices and lets more qualified manufacturers bid.	See Addendum 04-Some revisions accepted by NWSA.	Email
20	Q16. §8 / Acceptance Onerous because: There is no deemed acceptance, yet payment and the warranty start depend on acceptance. Latent-defect liability also has no time limit. Proposed language: (a) Add after the 1st sentence: “Goods are deemed accepted upon use in service or on expiry of this period without written rejection.” (b) Add at the end of §8: “Seller’s responsibility for latent defects is limited to those discovered within the warranty period.” Benefit to NWSA: Clear acceptance and warranty dates. The 5-year warranty already covers latent defects.	See Addendum 04-Some revisions accepted by NWSA.	Email
21	Q17. §9.1 / Termination for convenience Onerous because: The equipment is custom-engineered, and the medium-voltage cable and connectors ordered for the project cannot be cancelled or returned. Proposed language: Add after “incurred prior to the notice of termination”: “, including non-cancellable commitments and reasonable demobilization costs” Benefit to NWSA: A fair, cost-based settlement, so no contingency pricing for early termination. Q18.	Rejected by NWSA	Email

22	Q18. §9.2 / Termination for default Onerous because: A 5-day cure period cannot be met for some defects in manufactured equipment, such as replacement parts with lead times. Proposed language: (a) Add after “cure within five (5) calendar days”: “, or, where cure reasonably requires longer, to commence cure within that period and diligently complete it” (b) Add after “resulting from Seller’s breach of contract”: “, subject to Section 7.6” Benefit to NWSA: NWSA keeps its termination right wherever the Supplier fails to act. Item (b) keeps §9.2 consistent with Q15.	See Addendum 04-Some revisions accepted by NWSA.	Email
23	Q19. §10.1 / Public records Onerous because: Shop drawings, calculations and pricing details are proprietary. Proposed language: Add at the end of §10.1: “Buyer will notify Seller before releasing records marked confidential, so Seller may seek relief under RCW 42.56.540.” Benefit to NWSA: Consistent with RCW 42.56.540, with no change to NWSA’s disclosure obligations.	Rejected by NWSA	Email
24	Q20. §10.2 / Records retention and audit Onerous because: The audit right extends to all records related to this Contract, including Seller’s cost, margin and supplier pricing. These are commercially sensitive, may become public under chapter 42.56 RCW, and are not needed to audit a fixed-price Contract. Proposed language: In the 3rd sentence, add after “copying of records related to this Contract”: “, excluding Seller’s cost, margin and supplier pricing” Benefit to NWSA: NWSA keeps full audit of invoicing and contract compliance, without holding bidders’ confidential cost data subject to public disclosure.	Rejected by NWSA	Email
25	Q21. §13 / Information security Onerous because: §13 is drafted for IT and data services. The Supplier receives only the drawings and data needed for design, and its group engineering resources may be located outside the United States, which §13 bars without prior approval. Its data-ownership bullet could also be read to make the Supplier’s designs and drawings NWSA property. Proposed language: (a) Add after “restrict access using least privilege principles.”: “This Section applies only to Buyer data in Seller’s possession. Buyer approves processing of such data by Seller’s affiliates outside the United States for Contract performance.” (b) In the “Data Location & Ownership” bullet, add after “remains property of the Buyer.”: “Seller’s designs, drawings, software and know-how are not Buyer data and remain Seller’s property; Buyer may use them to operate and maintain the Goods.” Benefit to NWSA: No post-award approval delays, while all §13 protections still apply to Buyer data. NWSA keeps the right to operate and maintain the Goods.	See Addendum 04-Some revisions accepted by NWSA.	Email