

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

QUESTIONS & RESPONSES #01
071798 Management of the Puget Sound Zero-Emission Truck Collaborative
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 253-888-4768
 FEB 13, 2023 @ 2:00 PM (PDT)
 FEB 6, 2023

#	Question	Answer	Question #
1	Should the response include a detailed budget and breakdown by task?	Response should not include detailed budget and breakdown by task. A rate sheet should be submitted. Attachment C is a template that can be used.	Q-001484
2	Section 3 "Communications" references communications about "NWSA property requirements" and later asks for "samples of communications...provided to a client to keep them informed on the progress of their property searches." What does this mean in the context of this project? Can you provide more guidance on what type of products will help "evaluate the team's ability to represent the NWSA, orally and in writing, to provide clear, concise, and accurate communications"?	Response should include example where contractor has had to communicate externally on client's behalf. The port anticipates the contractor may need to communicate to tenants about potential pilot or demonstrations on port property, if directed by the Collaborative membership.	Q-001484
3	Can we include references (item G.4) in addition to project contacts as described in G.1 Qualifications & Experience or should the two be the same?	The two should be the same. References from project contacts will be contacted if the firm moves forward to interviews in the evaluation process.	Q-001484
4	Please clarify second bullet under item G.2 Project Approach Narrative ("Schedule"). Would you like a project schedule? Would you like information about the consultant's availability and responsiveness?	Please see project schedule in D. Deliverables and base the response off of that schedule in how the firm will be able to respond to the Port's request for service	Q-001484
5	What is the amount of the Washington State grant received to do this work?	The amount that WSDOT has given us for this grant is \$400,000.00	Q-001489
6	In the RFP on page 5, under TASK 7, there is a reference to an attachment. "A draft outline of the Roadmap developed by the NWSA has been attached for reference, to be refined by the Collaborative once established." I don't see the attachment. Can we get a copy of the referenced attachment?	An addendum will be posted with the attachment	Q-001488
7	<p>PART 3 - Clause 32 – Notices (new clause)</p> <p>We proposed a new clause to define the procedures to serve notices under the contract, this will benefit the Port as it will ensure there is an auditable trail on communications.</p> <p>Proposed new clause language:</p> <p>"All notices to be given under this Agreement shall be (i) in writing, (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, (iii) addressed to the party to whom such notice or communication is directed, and at the addresses set forth in the opening paragraph. Either party may, by written notice to the other, change the representative or the address to which such notices are to be sent.</p> <p>Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, or (iii) one (1) working day after such notice or communication is sent by overnight courier."</p>	<p>UNDER REVIEW</p>	<p>Q-001512</p>

8 PART 2- Clause 22 Insurance

UNDER REVIEW

Separate Contractor Pollution Liability policy provided additional to PII if required. For legal compliance the Jones Act PII insurance and Maritime Employers Liability are combined both are included in Jacobs Worker's Compensation Policy. Same applies to the US Longshoremen's and Harbor Worker's Act.

Proposed alternative language:

"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 contractors pollution liability insurance and other insurance as required by Agreement that shall protect Consultant and their hired subconsultants 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, their hired subconsultants, or anyone directly employed by either of them.

Consultant recognizes that it is his obligation to ensure that their hired Subconsultants of any tier have insurance for the activities performed under this Agreement. If this Agreement requires that a subconsultant perform ultra-hazardous operations, the Port will require that it be included as an Additional Insured by endorsement on all subconsultant insurance policies, and waivers of subrogation shall be provided by endorsement. Workers Compensation and Professional Liability are exempted from the additional insured requirement.

Q-001511

b. Consultant shall submit to the Port of Tacoma, prior to the commencement of services, certificates of insurance evidencing:

- i. Commercial General Liability coverage on occurrence form CG0001 or equivalent with limits of \$2,000,000 per occurrence and \$4,000,000 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 \$2,000,000 combined single limit per accident; and

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iii. Professional Liability of \$2,000,000 per claim and in the aggregate. If such coverage is written on a claims-made basis, any retroactive date on the policy shall be prior to the start of this Agreement. Coverage shall remain in effect for the term of this Agreement plus three years. Certificates of Insurance citing the Agreement and Agreement number shall be provided to the Port of Tacoma 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 \$2,000,000 per claim.

vi Protection and Indemnity Insurance/Jones Act and Maritime Employers Liability: \$1,000,000 limits shall be provided covering all vessels, divers and crew.

c. All policies shall be issued by a company having an A. M. Best Financial Strength Rating of A- and Financial Size Category of VIII or better. The Consultant shall be responsible for notifying the Port in writing within ten (10) days of receipt of notice of coverage being suspended, voided, cancelled or materially reduced. Except for worker's compensation and professional liability, the Port and the Northwest Seaport Alliance shall be added as an additional insured on the required 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.

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d. Consultant is responsible for complying with the Washington State laws that pertain to industrial insurance (RCW 51). 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 Agreement 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 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.

e. Certain Services under this Agreement may require United States Longshoremen's and Harbor Worker's Act (USL&H) and Jones Act. The Consultant shall be solely responsible for determining the applicability of USL&H and Jones Act coverage. The failure of the Consultant to procure either USL&H or Jones Act coverage shall at no time create liability on the part of the Port. The Consultant shall bear the responsibility and shall indemnify and hold harmless the Port for liability, cost and/or damages related to their services under this Agreement."

9 PART 1 - For consideration of the Port, the following proposed alternative wording to clauses of the Terms and Conditions are presented to the benefit of the parties, as they provide facilitation and benefits to:

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§ Provide and deliver the Services under industry standard insurance policies and practices.

§ Provide competitive prices.

§ Align the services with state and federal laws where appropriate.

§ Provide clarity and alignment to the parties if dispute situations arise.

A new clause is also proposed to clarify the process for managing notices under the Contract.

Clause 10 – Standard of Care & Liability

We request that the Port consider enhancing the definition of Standard of Care to a more customary industry wording and provide a correction period mechanism will benefit the Port if they encounter any issues post completion of the Services.

Proposed alternative language:

“Consultant shall perform the Services to conform to generally accepted professional standards. The standard of care for all professional Services performed or furnished by Consultant under this Agreement shall be the degree of care and skill customarily exercised by members of Consultant’s profession practicing under similar circumstances at the same time and in compliance with all applicable laws within the same locality (“Standard of Care”).

Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings, and specifications prepared under this Agreement.

Within a period of twelve (12) months after the completion of the Services, the Port shall promptly notify the Consultant in writing, of any errors or omissions in the Services provided under any individual Task Order. The Consultant shall and without additional compensation, correct or review any such errors or omissions in the Services as soon as reasonably possible.”

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PART 1 - Clause 18 - Indemnity

We request that the Port consider enhancing the indemnity responsibilities clause to include more standardized duties and limits to align with state and federal laws and provide mutual indemnification.

Proposed alternative language:

a. The Consultant shall indemnify and hold harmless the Port of Tacoma and the Northwest Seaport Alliance and its officers, managing members and employees from and against any third party liability, claims, damages, losses, expenses or actions involving personal injury or tangible property damage, including reasonable attorney’s fees and costs as ordered by a court of competent jurisdiction, to the extent such action arises out of the negligence of Consultant or its officers, employees, subcontractors, or agents; however, that for any defense obligation related to a claim for which Contractor has insurance coverage under a professional liability policy, such obligation shall be limited to reimbursement by the Consultant for expenses incurred by the Port of Tacoma or the Northwest Seaport Alliance.

b. This duty to indemnify, defend and hold harmless shall not apply to claims which arise solely out of negligence on the part of the Port of Tacoma and the Northwest Seaport Alliance. Each party specifically assumes potential liability for actions brought by its own employees against the other party and, solely for the purpose of this indemnification and defense, such indemnifying party specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

c. 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 resulting from the negligence of Consultant.

d. The provisions of this Section 18 shall survive the expiration or termination of this Agreement.”

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PART 1 - Clause 19 – General Insurance Requirements

We request that the Port consider clarify and simplify this section. The scope of services in the RFQ does not warrant to cover for IT Professional or Cyber Liability, therefore, we propose to have this clause simplified to refer directly to clause 22 – Insurance. This will benefit the Port as it provides insurance which is aligned with the proposed scope of services.

Proposed alternative language:

“The Consultant shall procure and maintain during the life of this Agreement insurance requirements as determined by the Port in Section 22.”

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