

QUESTIONS & RESPONSES #01**TITLE: PA000000020 IDIQ Cargo and Facility Planning Services****CONTACT: Jerry Clardy, Sr. Contracts Administrator**procurement@portoftacoma.com

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SUBMITTAL DUE DATE: October 3, 2024 @ 2:00 PM (PST)**Q & A ISSUE DATE: September 25, 2024**

#	Question	Answer	Question #
1	Can the Port/NWSA modify the first sentence in Section 11 (Time) of the Personal Services Agreement template (pdf page 16) to state: "Time is of the essence in the performance of the Services, subject, however, to exercise of the Standard of Care"? Most delays occur for reasons outside the control of the professional, and regardless of the cause, the standard of care must still be observed.	We (POT) can modify as need after contract is executed.	Q-0021292
2	Can the Port/NWSA modify Section 19 (General Insurance Requirements) of the Personal Services Agreement template to remove the following insurance terms: "IT"; "Cyber"; and "cyber-related risks such as theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control". The type of services to be provided are planning oriented and these types of insurance coverage would not seem to be necessary.	We (POT) can modify as needed after the contract is executed	Q-0021292
3	Can the Port/NWSA modify Section 22 (Insurance – Assumption of Risk) of the Personal Services Agreement as follows: 1) the first sentence in Subsection "a" by removing the phrase "including asbestos abatement liability". Professional firms who do not handle, transport or work with hazardous materials do not have such coverage in the Environmental Pollution Liability part of their Professional Liability policy; 2) remove items "vi" and "vii" from Subsection "b". Marine insurance would not seem necessary under the type of services outlined in the RFP; and 3) modify the third sentence under Subsection "c" to state: "Except for professional liability and workers compensation, the Port and the Northwest Seaport Alliance shall be named as an additional insured on all policies by endorsement on ISO Form CG 20 10 Form B or equivalent." Additional insureds cannot be named under either professional liability or workers compensation.	We (POT) can modify as needed after the contract is executed	Q-0021292