



# CITY OF OAK HARBOR

## REQUEST FOR PROPOSAL

### WHIDBEY ISLAND MARATHON SHUTTLE SERVICE

2016

## CALENDAR OF EVENTS

Request for Proposals Published .....	February 13, 2016
Closing Date for Receipt of Proposals .....	February 29, 2016
Evaluation and Selection Process Begins .....	March 1, 2016
Contract Award .....	March 16, 2016
Contract Start Date .....	April 16, 2016
Contract End Date.....	April 16, 2016

## **INTRODUCTION**

The City of Oak Harbor issues this Request for Proposals (“RFP”) to solicit from interested persons or firms proposals to provide passenger shuttle service for the Whidbey Island Marathon to be held on April 16, 2016.

The intent of the proposal is to provide safe and efficient passenger shuttle service for marathon and half marathon race participants. The shuttle service is needed to bring runners to the start of both races and to return runners from the finish area to designated areas throughout north/ central Whidbey Island.

**The closing date for receipt of proposals is 4:00 p.m. February 29, 2016. Late submittals will be rejected. All submitted proposals are subject to public disclosure requests and will be reproduced for public review.**

The proposals will be evaluated by City Staff members and the proposal selected will be the most responsive and cost effective proposal to provide a low-cost shuttle service for the Whidbey Island Marathon.

# **REQUEST FOR PROPOSAL FORM**

## **GENERAL PROVISIONS**

Parties interested in submitting a proposal for the Whidbey Island Marathon Shuttle Service Contract must comply with the following terms and conditions:

### **A. CORRESPONDENCE AND INQUIRIES**

All correspondence and inquiries pertaining to this Request for Proposals (RFP) should be directed to: **Doug Merriman, City Administrator, 865 SE Barrington Drive, Oak Harbor, WA 98277, telephone (360) 279-4531, email [dmerriman@oakharbor.org](mailto:dmerriman@oakharbor.org).**

Additionally, inquiries can also be directed to Deanna Emery, City Liaison to the Marathon, telephone (360) 279-4503, email [demery@oakharbor.org](mailto:demery@oakharbor.org).

### **B. SUBMISSION OF PROPOSAL**

Completed Proposal Forms shall be submitted in a sealed envelope properly addressed as follows:

City of Oak Harbor - Marathon  
Attn: Doug Merriman, City Administrator  
865 SE Barrington Drive  
Oak Harbor, WA 98277

Re: Whidbey Island Marathon Shuttle Service

### **C. PREPARATION OF PROPOSAL DOCUMENTS**

One original and one copy of the following proposal documents must be furnished to the City of Oak Harbor by the Proposal closing date, **February 29, 2016**.

Exhibit A – Request for Proposal Form  
Exhibit B – Performance Contract

### **D. PROPOSAL WORKSHEET: BID TABULATION SHEET**

Narrative: The Whidbey Island Marathon Shuttle Service will require the ability to shuttle approximately 850-1050 race participants from the following departure points listed below to Pass Lake or Deception Pass Bridge. It is anticipated that 10-15 shuttle buses with capacity of 60-80 passengers will be required for continuous shuttle service beginning at 4:45 a.m. and concluding at 6:15 a.m., along with 4-10 shuttle buses for continuous shuttle service from the listed departure points for up to 200-300 passengers beginning at 7:00 a.m. and concluding at 9:00 a.m. from secondary departure points to Main Departure Area.

Transportation to Pass Lake (Deception Pass State Park) followed by a drop off at the Deception Pass Bridge parking area. Required date: April 16, 2016. Times as specified below.

**Departure points as follows:**

- Main Departure area: Bayshore Drive (@ Pioneer Way) – Estimate 650 runners.
- Secondary Departure point: Coachman Inn Oak Harbor – Estimate 100 runners.
- Secondary Departure point: Best Western & Candlewood Suites hotels Oak Harbor – Estimate 150 runners.
- Secondary Departure point: Coupeville – Tentative departure location SR 20 and S. Main Street area. Estimate 50 runners.
- Secondary Departure point: Anacortes – Tentative departure location SR 20 at Sharpes Corner. Estimate 100 runners.

**Departure time requirements:**

All runners must arrive at their respective starting area (Pass Lake or Deception Pass Bridge) no later than 6:15 A.M. Desire first buses to depart at 4:45 A.M.

Note: number of runners may change due to total registrations (either more or less)

It is anticipated that 4-10 shuttle buses for continuous shuttle service from the listed departure points for up to 200-300 passengers beginning at 7:00 a.m. and concluding at 9:00 a.m. from secondary departure points to Main Departure Area.

In addition, 4-10 shuttle buses (30-60 passenger capacity, or any combination thereof) will be required to provide shuttle service from 8:30 a.m. continuously to 1:30 p.m. from Bayshore Drive @ Pioneer Way (Finish Line) back to local area hotels/ secondary departure points after the race event is complete.

*Whidbey Island Marathon Shuttle Service is intended to operate as a continuous loop run with buses readied to depart when full during shuttle operation times.*

**Tabulation:**

10-15 shuttle buses with capacity of 60-80 passengers to shuttle up to 850-1050 passengers for continuous shuttle service beginning at 4:45 a.m. and concluding at 6:15 a.m. = Total of 1.5 hours:  
\$ \_\_\_\_\_.

4-10 shuttle buses for continuous shuttle service from the listed departure points for up to 200-300 passengers beginning at 7:00 a.m. and concluding at 9:00 a.m. from secondary departure points to Main Departure Area = Total of 2 hours  
\$ \_\_\_\_\_.

4-10 shuttle buses with capacity of 30-60 passengers for continuous shuttle service for up to 500-1,000 passengers beginning at 8:30 a.m. and concluding at 1:30 p.m. from the Main Departure area returning to secondary departure points = Total of 5 hours  
\$ \_\_\_\_\_.

*Total cost of shuttle service for Whidbey Island Marathon: \$ \_\_\_\_\_.*

**E. TIME, DATE AND LOCATION OF PROPOSAL OPENING**

**Proposals will be received** by the City of Oak Harbor, 865 SE Barrington Drive, Oak Harbor, WA 98277 **until 4:00 p.m., February 29, 2016.** The evaluation and selection process will begin on March 1, 2016. **Any proposal received after the scheduled closing time for receipt of proposals shall be returned unopened.**

**F. WITHDRAWAL OF PROPOSAL**

Any proposal may be withdrawn, upon either a personal or written request of the proposer, at any time prior to the time set for the proposal closing.

**G. REJECTION OF PROPOSAL**

The City of Oak Harbor reserves the right to reject any or all proposals. It also reserves the right to waive any informality in connection with the proposals.

**H. AWARD OF CONTRACT**

The City of Oak Harbor shall notify the successful proposer in writing when it has been awarded the Contract.

**NOTE:**

**\*\* THIS PAGE WITH COST PROPOSAL MUST BE INCLUDED WITH PROPOSAL \*\***

## WHIDBEY ISLAND MARATHON SHUTTLE SERVICE CONTRACT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the City of Oak Harbor, Washington, hereinafter called the "CITY", and \_\_\_\_\_, hereinafter referred to as the "SERVICE PROVIDER".

### 1. Scope of Services.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities and as detailed in Exhibit "A" attached hereto and incorporated herein.

### 2. Term.

The SERVICE PROVIDER shall not begin any work under the terms of this Agreement until authorized in writing by the CITY. All work under this Agreement shall be completed as established in writing between the CITY and SERVICE PROVIDER.

### 3. Compensation and Method of Payment.

3.1 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement as follows: Lump sum payment per Section "D" of RFP within 30 days of receipt of invoice.

### 4. Independent Contractor Relationship.

4.1 The SERVICE PROVIDER shall at all times be an independent contractor and not an employee of the CITY and shall not be entitled to compensation or benefits of any kind except as specifically provided herein. The SERVICE PROVIDER shall be subject to the CITY'S control and direction as to results to the accomplished, but not as the details and means by which the results are accomplished.

4.2 The SERVICE PROVIDER shall not be covered by any CITY benefit programs, such as health and welfare, benefit plans, social security, workers compensation or unemployment compensation, and shall not be treated as an employee for federal tax purposes or any other purpose. The SERVICE PROVIDER shall be responsible for paying all taxes related to payments the CITY makes to the SERVICE PROVIDER, including federal income taxes, self-employment (social security and Medicaid) taxes and state business and occupation taxes, and the CITY is not responsible for withholding for or paying any of those taxes.

4.3 The SERVICE PROVIDER shall indemnify and hold harmless the CITY from and against any and all costs (including attorney's fees incurred in defense) or liabilities including payroll taxes penalties or interests) arising out of any breach of the above

representations and warranties or any assertion that the SERVICE PROVIDER is not an independent contractor.

5. Employees of the SERVICE PROVIDER. All services to be performed by the SERVICE PROVIDER herein shall only be performed by said SERVICE PROVIDER and not by employees or others unless by specific written consent of the CITY.

6. Insurance and Indemnification Requirements.

6.1 SERVICE PROVIDER shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from and against any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the SERVICE PROVIDER in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

6.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the SERVICE PROVIDER and the CITY, its officers, officials, employees, and volunteers, the SERVICE PROVIDER'S liability hereunder shall be only to the extent of the SERVICE PROVIDER'S negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the SERVICE PROVIDER'S waiver of immunity under Industrial Insurance, Title 51, RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6.3 The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, its agents, representatives, or employees.

6.4 No Limitation. SERVICE PROVIDER'S maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the SERVICE PROVIDER to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

7. Minimum Scope of Insurance.

SERVICE PROVIDER shall obtain insurance of the types described below:

7.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Service Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.2 Commercial General Liability insurance shall be written in ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent

contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

7.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

8. Minimum Amounts of Insurance.

8.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

8.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

9. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

9.1 The SERVICE PROVIDER'S insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

10. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

11. Verification of Coverage.

SERVICE PROVIDER shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the SERVICE PROVIDER before commencement of the work.

12. Compliance with Laws.

12.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

12.2 The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due as a result of this Agreement.

13. Nondiscrimination.

- 13.1 The CITY is an equal opportunity employer.
- 13.2 Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 13.3 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- 13.4 If any assignment and/or subcontracting have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.
14. Assignment/subcontracting.
- 14.1 The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.
- 14.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- 14.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
15. Changes.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

16. Termination.

16.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the SERVICE PROVIDER.

16.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. Notice.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. Attorneys Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. Jurisdiction and Venue.

19.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

19.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Island County, Washington.

20. Severability.

20.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the

parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

20.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

21. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated here are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

SERVICE PROVIDER:

CITY OF OAK HARBOR  
865 SE Barrington Drive  
Oak Harbor, WA 98277

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Robert Severns, Mayor

ATTEST:

\_\_\_\_\_  
Anna Thompson, City Clerk

## EXHIBIT A

Narrative: The Whidbey Island Marathon Shuttle Service will require the ability to shuttle approximately 850-1050 race participants from the following departure points listed below to Pass Lake or Deception Pass Bridge. It is anticipated that 10-15 shuttle buses with capacity of 60-80 passengers will be required for continuous shuttle service beginning at 4:45 a.m. and concluding at 6:15 a.m., along with 4-10 shuttle buses for continuous shuttle service from the listed departure points for up to 200-300 passengers beginning at 7:00 a.m. and concluding at 9:00 a.m. from secondary departure points to Main Departure Area.

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