

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

2020 08034

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Ferry Division--908000
Contract or Grant Administrator:	Chantelle Hilsinger <i>CH</i>
Contractor's / Agency Name:	San Juan Cruises

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes  No    
 Yes  No  If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: \_\_\_\_\_

Does contract require Council Approval? Yes  No  If No, include WCC: \_\_\_\_\_   
 Already approved? Council Approved Date: \_\_\_\_\_ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes  No  If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

Is this contract grant funded? Yes  No  If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process? Contract \_\_\_\_\_ Cost Center: 444200   
 Yes  No  If yes, RFP and Bid number(s): 20-26

Is this agreement excluded from E-Verify? No  Yes  If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- |   |  |
|---|--|
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Goods and services provided due to an emergency     |
| <input checked="" type="checkbox"/> Contract work is for less than \$100,000.                 | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). |
| <input type="checkbox"/> Contract work is for less than 120 days.                             | <input type="checkbox"/> Work related subcontract less than \$25,000.        |
| <input type="checkbox"/> Interlocal Agreement (between Governments).                          | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.  |

Contract Amount:(sum of original contract amount and any prior amendments):  
 \$ 83,328  
 This Amendment Amount:  
 \$ \_\_\_\_\_  
 Total Amended Amount:  
 \$ \_\_\_\_\_

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

**Temporary passenger ferry service to Lummi Island**

Term of Contract: One year Expiration Date: July 31, 2021

Contract Routing:	1. Prepared by: <u>Chantelle Hilsinger</u> <i>CH</i>	Date: <u>07/08/2020</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>7/9/2020</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>7/15/2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ <i>✓</i>	Date: <u>7/15/2020</u>
	6. Submitted to Exec.: _____ <i>✓</i>	Date: <u>8/13/2020</u>
	7. Council approved (if necessary): _____ <i>✓</i>	Date: <u>8/5/2020</u>
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____ <i>✓</i>	Date: <u>8-18-2020</u>







## GENERAL CONDITIONS

### **Series 00-09: Provisions Related to Scope and Nature of Services**

#### 0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

### **Series 10-19: Provisions Related to Term and Termination**

#### 10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

#### 10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than four years.

#### 11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

#### 11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

#### 11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

### **Series 20-29: Provisions Related to Consideration and Payments**

#### 20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.



Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

**Series 30-39: Provisions Related to Administration of Agreement**

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

- 30.2 Assignment and Subcontracting:  
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
- 30.3 No Guarantee of Employment:  
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
- 31.2 Patent/Copyright Infringement: Not Applicable
- 32.1 Confidentiality:  
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.
- 33.1 Right to Review:  
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.
- 34.1 Proof of Insurance:  
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:  
Property Damage per occurrence - \$500,000.00 (this amount may vary with circumstances)  
General Liability & Property Damage for bodily injury- \$1,000,000.00 (this amount may vary with circumstances)
- A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.
- a. Professional Liability - \$1,000,000 per occurrence:  
If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.
- Professional Liability - \$1,000,000. per occurrence (this amount may vary with circumstances)
- 34.2 Industrial Insurance Waiver: Not Applicable
- 34.3 Defense & Indemnity Agreement:  
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or

assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Chantelle Hilsinger

Ferry Coordinator  
322 N. Commercial St, Ste 210



37.2 Notice:  
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor's Status under State Law:  
Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable

38.3 E-Verify: Not Applicable

***Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes***

40.1 Modifications:  
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations:  
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:  
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:  
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

- a. General:  
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.
- b. Notice of Potential Claims:  
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the

Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. **Detailed Claim:**

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. **Arbitration: Not Applicable**

43.1 **Venue and Choice of Law:**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 **Survival:**

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 **Entire Agreement:**

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**EXHIBIT "A"**  
(SCOPE OF WORK)

**SCOPE OF SERVICES**

Ferry service will be required to follow the regular dry dock ferry schedule, see Attachment B. The County could change the ferry schedule in subsequent years at its sole discretion.

At a minimum the vessel must be:

- Licensed and meet all USCG regulations for public passenger ferry service and be approved for operations as an "Operated Boat Charter".
- Compatible with the existing landing structures and terminals at Gooseberry Point and Lummi Island. Vessel must exhibit it can fit up with the existing landing structures and terminals at Gooseberry Point and Lummi Island prior to a contract being executed between the qualified vessel owner and Whatcom County.
- Equipped with enclosed and heated passenger seating for approximately 35 or more passengers.
- Whatcom County will provide a 50-foot long by 11-foot wide floating dock for a passenger vessel to dock at each ferry landing. Passengers should be able to easily embark or disembark from the vessel using these floating docks. Any additional floating docks or equipment will be at the sole expense of the Contractor.

Whatcom County will only provide fuel for temporary ferry service. The vessel owner will provide any other engine oil or lubrication oil needed for vessel operation. No additional compensation will be allowed for general wear and tear to the vessel.

Any omissions or inconsistencies in these specifications and conditions shall not relieve the Contractor from the responsibility to deliver a complete vessel for the intended purpose of an "Operated Boat Charter" for the daily ferry service to and from Lummi Island.

**EMERGENCY FERRY SERVICE**

For emergency service, the Contractor will be required to provide a 24-hour emergency contact telephone number. The County will give at least one-week notice to schedule service that is not an emergency.

During emergencies, the Contractor must be able to respond by providing a vessel for service within **nine (9)** hours of the request. Emergencies include mechanical failure to the Lummi Island Ferry or the occurrence of other unforeseen circumstances.

**MINIMUM REQUIREMENTS**

A qualifying vessel will be USCG inspected and approved for operations as an "Operated Boat Charter".

- The vessel must be compatible with existing terminals and structures at Gooseberry Point and Lummi Island and must demonstrate it can fit up with existing terminal and structures at both docks prior to the execution of a contract between the qualified vessel owner and Whatcom County.
- The Contractor's business must have been established for at least two (2) years.
- The Contractor's firm must be able to demonstrate that it is financially stable.
- The Contractor must have experience in providing ferry services similar to those required by the County. **Proposals must include a list of references where similar services have been provided.**
- The Contractor will have at least two fully equipped vessels available or provide a firm plan to provide assurance that service can be provided without interruption due to mechanical or other failure.
- Any additional staffing requirement to meet USCG minimum staffing levels for passenger-only



vessels shall be at the sole expense of the Contractor.

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- The Contractor must be willing to adhere to the existing Master Mates and Pilots (MMP) and Inland Boatman's Union (IBU) contracts regarding current Lummi Island Ferry employees working on its vessel.
- The vessel shall be licensed to carry not less than 35 passengers, seated in a totally enclosed area that is comfortable and easily accessible by the general public, including senior citizens.
- The use of tarps to cover the enclosed area of passenger seating will not be accepted.
- The vessel must accommodate self-propelled wheelchairs.
- It is preferred that the vessel be powered by diesel or gasoline engines for safety. Twin engines are preferred, but a single engine vessel may be selected, based on other factors including passenger access and comfort. Alternative fuels need to be covered under our existing fuel contract.
- The vessel exhaust system must be such that engine exhaust does not enter the passenger area of the vessel. Tarps used to shield passengers from engine exhaust are not acceptable.
- The vessel shall have fully-operational AIS and radar systems so that the vessel can be operational during inclement weather.
- The vessel will be required to operate according to the Attachment B time schedule. The schedule provides for regular ferry service seven days per week, with additional runs as needed. The vessel must be able to handle any social distancing measures in place which may result in further additional runs.
- The Contractor is further advised that the vessel will be required to make additional runs if there are any passengers remaining on the landing that were unable to get on the vessel during its regular operating schedule.
- The vessel must be made available 24 hours a day during the temporary ferry service. If there is an after-hours "call-out" needed for emergency services, the contractor will receive a \$350 stipend per occurrence. The contractor shall provide written communication of emergency service within 24 hours of "call-out".
- The Contractor must remove the vessel from the area upon termination of the charter or upon notification by the County.
- The vessel must be in all respects ready for service at the time of delivery.
- The vessel must be able to transport the passenger floats to and from Lummi Island.
- It will be required that the vessel may be moored at either dock to accommodate emergency crossings after regular hours of operation or terminal repair work.
- The County will not pay for fuel to and from our terminals from their place of origin.

**EXHIBIT "B"**  
**(COMPENSATION)**

**DAILY RENTAL:**

- |  |                                  |
|--|----------------------------------|
| 1. Two Licensed Operators              | <u>One Operator Per Shift</u>    |
| 2. <u>Rates:</u>                       |                                  |
| <u>a. September 1 through April 30</u> | <u>\$3200 per day of service</u> |
| <u>b. May 1 through August 31</u>      | <u>\$6400 per day of service</u> |



# Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name	Official Number	IMQ Number	Call Sign	Service
SALISH SEA	574608		WCY9101	Passenger (Inspected)

Hailing Port	Hull Material	Horsepower	Propulsion
BELLINGHAM, WA	FRP	730	Diesel Reduction
UNITED STATES	(Fiberglass)		

Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
SEATTLE, WA		01Jul1978	R-28	R-28		R-48.0
UNITED STATES			1	1		10

Owner	Operator
PACIFIC CRUISES NORTHWEST INC 355 HARRIS AVENUE STE 104 BELLINGHAM, WA 98225 UNITED STATES	PACIFIC CRUISES NORTHWEST INC 355 HARRIS AVENUE STE 104 BELLINGHAM, WA 98225 UNITED STATES

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

1 Masters	0 Licensed Mates	0 Chief Engineers	0 Others
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers	
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers	
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers	
0 Mate First Class Pilots	1 Deckhands	0 Qualified Member Engineer	

In addition, this vessel may carry 56 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 56

**Route Permitted And Conditions Of Operation:**  
**--Lakes, Bays, and Sounds--**

THE SHELTERED WATERS OF THE WEST COAST OF NORTH AMERICA EAST OF ANGELES POINT, WASHINGTON AND SOUTH OF HOPE ISLAND, BRITISH COLUMBIA, CANADA.

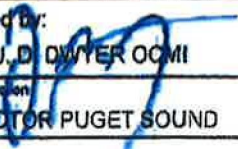
IF THE VESSEL IS AWAY FROM THE DOCK, OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR A PERIOD EXCEEDING 12 HOURS IN ANY 24 HOUR PERIOD, AN ALTERNATE MASTER AND CREW SHALL BE PROVIDED.

NOT MORE THAN 12 PASSENGERS MAY BE CARRIED ON AN INTERNATIONAL VOYAGE.

NO MORE THAN 19 PERSONS MAY BE CARRIED ON VESSEL'S UPPER DECK.

\*\*\*SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION\*\*\*

With this Inspection for Certification having been completed at Bellingham, WA, UNITED STATES, the Officer in Charge, Marine Inspection, SECTOR PUGET SOUND certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Re-Inspection				This certificate issued by:  J. D. DWYER OCMI Officer in Charge, Marine Inspection SECTOR PUGET SOUND Inspection Zone
Date	Zone	A/P/R	Signature	





# Certificate of Inspection

Vessel Name: SALISH SEA

### ---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	31Mar2021	13Mar2019	14Mar2017
Internal Structure	31Mar2021	13Mar2019	14Mar2017

### ---Stability---

Type	Issued Date	Office
Letter	26Mar2012	Sector Puget Sound

### ---Lifesaving Equipment---

Total Equipment for 58 Persons

Primary Lifesaving Equipment	Quantity	Capacity	Required
Lifeboats (Total)	0	0	Life Preservers (Adult) 58
Lifeboats (Port)	0	0	Life Preservers (Child) 6
Lifeboats (Starboard)	0	0	Ring Buoys (Total) 1
Motor Lifeboats	0	0	With Lights 1
Lifeboats With Radio	0	0	With Line Attached 1
Rescue Boats/Platforms	0	0	Other 1
Inflatable Rafts	0	0	Immersion Suits 0
Life Floats/Buoyant App	0	0	Portable Lifeboat Radios 0
Inflatable Buoyant Apparatus (IBA)	1	45	Equipped With EPIRB? NO

### --- Fire Fighting Equipment ---

Number of Fire Pumps - 1

#### \*Fixed Extinguishing Systems\*

Location	Type	Capacity
ENGINE ROOM & F/O ROOM	Carbon Dioxide	75

#### \*Fire Extinguishers - Hand portable and semi-portable\*

Quantity	Class Type
1	10-B:C
1	2-A
1	40-B:C

\*\*\*END\*\*\*

Whatcom County  
Request for Proposals  
RFP #20-26

NOTICE IS HEREBY GIVEN that sealed proposals will be received by Purchasing at its office in the Administrative Services Finance Office in the Whatcom County Courthouse, 311 Grand Ave. Suite 503, Bellingham WA 98225 for the following:

**TEMPORARY FERRY SERVICE TO AND FROM LUMMI ISLAND**  
UNTIL: 2:30 PM Tuesday, June 23, 2020

At which time and place the names of the proposers will be publicly read aloud. All interested people are invited to be present. Late submittals will not be considered.

Whatcom County Public Works is requesting proposals from qualified firms interested in providing temporary ferry service to Lummi Island during emergencies and the annual dry-docking of the Lummi Island ferry.

Electronic copies of the bid documents are available at no charge in PDF format; and can be downloaded at no charge from the Whatcom County Purchasing website at <http://www.co.whatcom.wa.us/Bids.aspx>. See "Related Documents" at the bottom of the Bid Posting page to download. If you are unable to download the bid documents from this website, contact Purchasing at [FN\\_purchasing@co.whatcom.wa.us](mailto:FN_purchasing@co.whatcom.wa.us) (preferred), or phone (360) 778-5330.

Whatcom County reserves the right to reject any or all proposals and to waive any irregularities.

Whatcom County affirms it will not discriminate against, or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Whatcom County encourages disadvantaged, minority and women owned firms to respond.

As required by law, the E-Verify System may be required.

Publication Dates: June 10 and 17, 2020.

Whatcom County  
RFP #20-26  
Temporary Ferry Service To and From Lummi Island

**PURPOSE**

The purpose of this RFP is to obtain qualified temporary ferry service between Gooseberry Point and Lummi Island during the annual dry-docking of the Lummi Island Ferry as well as on-call service for emergencies such as mechanical failure of the ferry, dock failures, or any other emergency.

Whatcom County is requesting proposals from qualified vessel owners for a vehicle or a passenger vessel that is United States Coast Guard (USCG) inspected and approved for operations as an "Operated Boat Charter". Barge operations will not be considered. The vessel must be compatible with existing structures and terminals at Gooseberry Point and Lummi Island. Enclosed and heated passenger seating is required.

**PERIOD**

Whatcom County will enter into a contract with the owner of a vessel that best meets the County's needs.

Any agreement made as a result of this RFP will be for the period of August 1, 2020 through July 31, 2021. The contract will allow up to four one-year extensions, by mutual agreement of both parties.

**SCOPE OF SERVICES**

A properly operating vessel is critical, as this is the only means of public transportation to and from Lummi Island. Only fully qualified, staffed, and equipped firms will be considered to provide service. Whatcom County will be the sole judge of whether or not a proposer meets this standard.

Ferry service will be required to follow the regular dry dock ferry schedule, see Attachment B. The County could change the ferry schedule in subsequent years at its sole discretion.

At a minimum the vessel must be:

- Licensed and meet all USCG regulations for public passenger ferry service and be approved for operations as an "Operated Boat Charter".
- Compatible with the existing landing structures and terminals at Gooseberry Point and Lummi Island. Vessel must exhibit it can fit up with the existing landing structures and terminals at Gooseberry Point and Lummi Island prior to a contract being executed between the qualified vessel owner and Whatcom County.
- Equipped with enclosed and heated passenger seating for approximately 35 or more passengers.

Bidders will be providing proposals on one or more of the following three (3) options:

**Option A:**

Whatcom County will provide a 50-foot long by 11-foot wide floating dock for a passenger vessel to dock at each ferry landing. Passengers should be able to easily embark or disembark from the vessel using these floating docks. Any additional floating docks or equipment will be at the sole expense of the Contractor.

**Option B:**

Special consideration will be given to passenger vessel proposals that eliminate the need for Whatcom County to utilize floating docks. Proposers are encouraged to provide alternatives for consideration. **Proposals for Option B that include an acceptable method of embarking and disembarking that does not require the use of floating docks result in a savings to the County of approximately \$40,000. This cost savings will be considered in the overall cost of service when evaluating proposals, but will not be included as or deducted from compensation in the contract with the successful proposer.**

**Option C:**

Special consideration will be given to vehicle vessel proposals that eliminate the need for Whatcom County to utilize floating docks. Proposers are encouraged to provide alternatives for consideration. **Proposals for Option C not requiring the use of floating docks result in a savings to the County of approximately \$40,000. This cost savings will be considered in the overall cost of service when evaluating proposals, but will not be included as or deducted from compensation in the contract with the successful proposer.**

Proposals for a vehicle vessel shall verify and provide documentation that the proposed ferry is compatible to safely interface with the existing landings and structures currently utilized by the Whatcom Chief ferry. Any alterations or modifications made to the vessel that ensures compatibility will be at the sole expense of the

Whatcom County  
RFP #20-26  
Temporary Ferry Service To and From Lummi Island

contractor.

When terminal work requires the docks be pinned in place, Public Works passenger floats will not be installed to interface with the vehicle ferry, proposals must include a plan for ingress and egress of passengers to and from their vessel to the pinned non-adjusting ramp. This must be mobilized in place within 12 hours of arrival. Terminal plans will be made available upon request.

Contractor shall provide a contingency plan, demonstrating continued like ferry service in the event of catastrophic failure during use of the contracted ferry. If you are bidding as a vehicle ferry your contingency plan must also include a vehicle ferry that is compatible with existing landing structures and terminals at Gooseberry Point and Lummi Island.

**All Options:**

Whatcom County will only provide fuel for temporary ferry service. The vessel owner will provide any other engine oil or lubrication oil needed for vessel operation. No additional compensation will be allowed for general wear and tear to the vessel.

Any omissions or inconsistencies in these specifications and conditions shall not relieve the Contractor from the responsibility to deliver a complete vessel for the intended purpose of an "Operated Boat Charter" for the daily ferry service to and from Lummi Island.

**EMERGENCY FERRY SERVICE**

For emergency service, the Contractor will be required to provide a 24-hour emergency contact telephone number. The County will give at least one-week notice to schedule service that is not an emergency.

During emergencies, the Contractor must be able to respond by providing a vessel for service within **nine (9)** hours of the request. Emergencies include mechanical failure to the Lummi Island Ferry or the occurrence of other unforeseen circumstances.

**MINIMUM REQUIREMENTS**

A qualifying vessel will be USCG inspected and approved for operations as an "Operated Boat Charter".

- The vessel must be compatible with existing terminals and structures at Gooseberry Point and Lummi Island and must demonstrate it can fit up with existing terminal and structures at both docks prior to the execution of a contract between the qualified vessel owner and Whatcom County.
- The Contractor's business must have been established for at least two (2) years.
- The Contractor's firm must be able to demonstrate that it is financially stable.
- The Contractor must have experience in providing ferry services similar to those required by the County. **Proposals must include a list of references where similar services have been provided.**
- For Options A and B (passenger vessels), The Contractor will have at least two fully equipped vessels available or provide a firm plan to provide assurance that service can be provided without interruption due to mechanical or other failure.
- For Option C (vehicle vessels), The Contractor shall provide a contingency plan that ensures uninterrupted ferry service. This plan **must also include a vehicle ferry that is compatible** with existing landing structures and terminals at Gooseberry Point and Lummi Island. For all three Options, the Contractor shall supply and pay two licensed operators, (one per shift) and the County will supply and pay two non-credentials purser-deckhands (one per shift) to staff the vessel.
- For Options A & B (passenger only ferry), any additional staffing requirement to meet USCG minimum staffing levels for passenger-only vessels shall be at the sole expense of the Contractor.
- For Option C (vehicle vessel), the County will supply and pay for two non-credential additional deckhands (one per shift) to staff the vessel. Any additional staffing requirements to meet USCG minimum staffing levels for vehicle vessels shall be at the sole expense of the Contractor.
- The Contractor must be willing to adhere to the existing Master Mates and Pilots (MMP) and Inland Boatman's Union (IBU) contracts regarding current Lummi Island Ferry employees working on its vessel.
- The vessel shall be licensed to carry not less than 35 passengers, seated in a totally enclosed area that is

Whatcom County  
RFP #20-26  
Temporary Ferry Service To and From Lummi Island

- comfortable and easily accessible by the general public, including senior citizens.
- The use of tarps to cover the enclosed area of passenger seating will not be accepted.
  - The vessel must accommodate self-propelled wheelchairs.
  - It is preferred that the vessel be powered by diesel or gasoline engines for safety. Twin engines are preferred, but a single engine vessel may be selected, based on other factors including passenger access and comfort. Alternative fuels need to be covered under our existing fuel contract.
  - The vessel exhaust system must be such that engine exhaust does not enter the passenger area of the vessel. Tarps used to shield passengers from engine exhaust are not acceptable.
  - The vessel shall have fully-operational AIS and radar systems so that the vessel can be operational during inclement weather.
  - The vessel will be required to operate according to the Attachment B time schedule. The schedule provides for regular ferry service seven days per week, with additional runs as needed. The vessel must be able to handle any social distancing measures in place which may result in further additional runs.
  - The Contractor is further advised that the vessel will be required to make additional runs if there are any passengers remaining on the landing that were unable to get on the vessel during its regular operating schedule.
  - The vessel must be made available 24 hours a day during the temporary ferry service. If there is an after-hours "call-out" needed for emergency services, the contractor will receive a \$350 stipend per occurrence. The contractor shall provide written communication of emergency service within 24 hours of "call-out".
  - The Contractor must remove the vessel from the area upon termination of the charter or upon notification by the County.
  - The vessel must be in all respects ready for service at the time of delivery.
  - The vessel must be able to transport the passenger floats to and from Lummi Island.
  - It will be required that the vessel may be moored at either dock to accommodate emergency crossings after regular hours of operation or terminal repair work.
  - The County will not pay for fuel to and from our terminals from their place of origin.

#### **INSURANCE REQUIREMENTS**

The Contractor shall provide and keep in force for the life of the contract the following minimum coverages:

- Property damage - \$500,000.00 per occurrence
- Marine Protection & Indemnity (P&I) - \$2,000,000 per occurrence
  - The P&I insurance shall be endorsed to include coverage for all crew.
- Whatcom County shall be named as an additionally insured on both the P&I and Property coverage.
- The Contractor's insurance shall be primary and shall waive all rights of subrogation. The County's insurance shall be non-contributory.

#### **SPECIAL CONDITIONS**

County Ferry employees will be required to work with the Captain of the vessel per the MMP and IBU Union Contracts and in accordance to the schedule provided.

Billing: Invoices must itemize.

- Dates of service
- Daily Rate
- Purchase order number
- Vessel name and Contractor name
- Itemized emergency "call-outs"

Payment Terms: Net 30 days.

Subcontracting: No portion of any contract resulting from this RFP may be assigned or subcontracted without proper written authorization from Whatcom County.

Termination: Whatcom County reserves the right to terminate service due to documented performance problems by giving thirty days written notice to the Contractor. Any agreement resulting from this RFP may be terminated



Whatcom County  
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with or without cause by either party providing the other party be given thirty days written notice.

**PROPOSAL FORMAT**

Parties responding to this request must include the following information to be considered:

**Cover Letter:**

Address the cover letter to Rich Hudson, Senior Master. Offer an explanation regarding any requirements your firm cannot meet or may not comply with. The letter must be signed by a person legally able to commit the agency or firm.

**Proposal Form (Attachment A):**

Provide daily rate pricing, vessel description, response times, and references.

**Service Experience:**

Provide a brief biography of the owner(s) of the firm and a brief history of the firm. Outline examples of relevant experience in providing service similar to that requested in this RFP.

**Qualifications & Experience of Personnel:**

Include names of qualified employees, current licenses, years of experience, usual assignments, and other relevant qualifications.

**Adequacy of Vessel:**

Brief description of the proposed vessel or vessels including a description of how the vessel will meet the County's specifications. Include a copy of your vessel's current USCG Certificate of Inspection (COI).

**Financial Stability:**

Provide proof of financial stability. This could include a letter from a financial institution or a contact name and phone number to use as a financial reference. Whatcom County reserves the right to determine acceptability of any compliance related to this issue.

**Alternatives:**

Detail any proposed alternatives to the service or to docking.

**Insurance:**

Include a copy of a current certificate of insurance for your vessel.

**SUBMITTAL REQUIREMENTS**

Submit **one (1) unbound original** complete and concise response using the requested format. Proposals must be signed. Submit proposals in a sealed package. Be sure to include the following on the outside of the package:

- Name of Submitter
- RFP #20-26, Temporary Ferry Service To and From Lummi Island

Send or deliver the proposal **no later than 2:30 PM Tuesday, June 23, 2020** to:

Attn: Sara Winger, Purchasing Coordinator  
Administrative Services Finance/Purchasing  
311 Grand Avenue, Suite 503  
Bellingham WA 98225

Due to the COVID-19 response, staffing in the Finance Office is currently reduced, and office hours are 8:30 AM to 4:00 PM. If hand-delivering the bid response between these hours, and no one answers the door, please call Purchasing at (360) 778-5330.

**Late submittals will not be considered.** Responses transmitted directly to Whatcom County Government electronically or by fax will not be considered.

It is the submitter's responsibility to deliver the document to the proper address by the assigned time. Whatcom County accepts no responsibility for misdirected or lost proposals.

Whatcom County  
RFP #20-26  
Temporary Ferry Service To and From Lummi Island

The County is not liable for any costs incurred by the submitter before issuance of a contract. All costs incurred in responding to this RFP are solely the responsibility of the vendor.

Proposals submitted will not be considered public information until after the award of the contract to the successful proposer. All materials submitted in response to this RFP become the property of Whatcom County, and will not be returned.

All interested people are invited to attend the live bid opening via GoToMeeting as follows:

Join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/273232365>

Or, join the meeting from your phone.

United States (Toll Free): (877) 309-2073

United States: +1 (571) 317-3129

Access Code: 273-232-365

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/273232365>

#### **EVALUATION CRITERIA**

The County intends to enter into a contract with the most responsible and responsive vendor whose proposal is determined to be the most advantageous to the County, based on the County's evaluation criteria.

Proposals will be rated using the following criteria to determine the proposal that best meets the needs of Whatcom County. The Criteria is listed in importance from high to low. Each criteria is assigned a weighted rate and will be graded on a scale of one to five. Whatcom County will select the highest score. Whatcom County reserves the right to dismiss any proposal that does not meet all of the listed criteria.

- Passenger safety. 15%
- Vessel maneuverability and ability to fit into Whatcom County's docking systems. 15%
- Cost of service. 14%
- Adequacy of the vessel or vessels availability to provide for both regular service and emergency backup service. 8%
- Passenger capacity, amount of seating, and number of covered seats available. Must meet all requirements of the Americans with Disabilities Act to accommodate disabled passengers. 8%
- Ease of passenger access to and from the vessel. Passenger comfort, especially comfort for senior citizens. Adequate cabin headroom. 8%
- Relevant experience in providing the same or similar service in the area. 8%
- Qualifications and experience of personnel who will perform the work. 8%
- The responses from references who received the same or similar service. 8%
- Consideration of any proposed alternatives. 8%

Prices offered on the proposal form are to be considered firm for the contract period and are not negotiable.

Whatcom County may or may not choose to interview proposers and to visit facilities prior to selection of a Contractor. The County may request additional clarifying information.

Whatcom County reserves the right to accept any response that, in their opinion serves the best interest of the County and to reject any and or all responses.

#### **QUESTIONS**

Direct all questions in writing to Rich Hudson, Senior Master at [ferry@co.whatcom.wa.us](mailto:ferry@co.whatcom.wa.us). If an addendum is necessary, all persons/firms listed on the official Whatcom County Distribution List will be emailed the addendum when it is published.

Whatcom County  
RFP #20-26  
Temporary Ferry Service To and From Lummi Island  
**Attachment A**

Name of Vessel or Vessels: \_\_\_\_\_

Length: \_\_\_\_\_

Tonnage: \_\_\_\_\_

Passenger Capacity: \_\_\_\_\_

Number of Passenger Seats: \_\_\_\_\_

Number of Covered Passenger Seats: \_\_\_\_\_

Present Location of Vessel: \_\_\_\_\_

Daily rental with two (2) licensed operators (one operator per shift) \$ \_\_\_\_\_

**REFERENCES**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Whatcom County  
RFP #20-26  
Temporary Ferry Service To and From Lummi Island

**Attachment B  
PASSENGER-ONLY FERRY**

Departure Times				
Monday through Friday		Saturday		Sunday
<b>Lummi Island to Gooseberry Point</b>				
5:40 AM	3:00 PM	7:00 AM	7:00 AM	
6:00	4:00	8:00	8:00	
6:20	4:20	9:00	9:00	
7:00	5:00	10:00	10:00	
7:20	5:20	11:00	11:00	
8:00	6:00	12:00 PM	12:00 PM	
8:20	6:20	1:00	1:00	
9:00	7:00	2:00	2:00	
9:20	7:20	3:00	3:00	
10:00	8:00	4:00	4:00	
10:20	9:00	5:00	5:00	
11:00	10:00	6:00	6:00	
12:00 PM	11:00	7:00	7:00	
1:00	12:00 AM	8:00	8:00	
2:00		9:00	9:00	
		10:00	10:00	
		11:00	11:00	
		12:00 AM	12:00 AM	
		12:20		
<b>Gooseberry Point to Lummi Island</b>				
5:50 AM	3:10 PM	7:10 AM	7:10 AM	
6:10	4:10	8:10	8:10	
6:30	4:30	9:10	9:10	
7:10	5:10	10:10	10:10	
7:30	5:30	11:10	11:10	
8:10	6:10	12:10 PM	12:10 PM	
8:30	6:30	1:10	1:10	
9:10	7:10	2:10	2:10	
9:30	7:30	3:10	3:10	
10:10	8:10	4:10	4:10	
10:30	9:10	5:10	5:10	
11:10	10:10	6:10	6:10	
12:10 PM	11:10	7:10	7:10	
1:10	12:10 AM	8:10	8:10	
2:10		9:10	9:10	
		10:10	10:10	
		11:10	11:10	
		12:10 AM	12:10 AM	
		12:30		
<p><b>Extra runs will be made if necessary to clear the dock.</b></p> <p><b>Subject to change without notice.</b></p> <p><b>Approximate crossing time five (5) minutes.</b></p> <p><b>Adverse weather may delay runs.</b></p>				



PACIFIC CRUISES NORTHWEST, INC.  
355 HARRIS AVENUE, SUITE 104 BELLINGHAM, WA 98225  
360.738.8099 – 800.443.4552 – FAX 360.738.7685

11 June 2020

Captain Rich Hudson  
Senior Master  
c/o Sara Winger, Purchasing Coordinator  
Administrative Services Finance/Purchasing  
Whatcom County Courthouse  
311 Grand Avenue, Suite 503  
Bellingham, WA 98225

RE: RFP #20-26, Temporary Ferry Service To and From Lummi Island

Dear Rich:

Thank you for the opportunity to respond to the request for proposal for the dry-dock and emergency passenger ferry again this year. It has been our pleasure to provide Whatcom County with uninterrupted service when called upon over the past 18 years and have enjoyed our excellent working relationship with the staff and residents of Lummi Island.

We are a locally owned and operated business, serving the community since 1987. We are a certificated passenger ferry company by the Washington Utilities and Transportation Commission as well as being leaders in customer service through our sightseeing, dinner cruise and excursion services.

In addition to providing both annual dry-dock and emergency service to Whatcom County since 2002 we have also operated passenger ferry service for Washington State Ferries during the planned Hood Canal Bridge Replacement project and on emergency service between Bremerton and Seattle.

Our years of experience in operating a private passenger ferry service in the San Juan Islands also made us the successful operator of a Federal Transit Authority ferry pilot project through the Whatcom Council of Governments.

Our response to this RFP will be to your listed Option A.

For this bid we propose using the M.V. Salish Sea (formerly named Island Commuter 2), the same vessel that has proven itself on this run for the past 18 years. This vessel is 50 feet in length and licensed for 56 seated passengers with comfortable seating for 41 passengers inside the heated cabin. The vessel is very accessible to wheelchairs, walkers and the elderly with no special accommodations required.



For navigational safety the Salish Sea is fitted with Radar, 2 GPS receivers, AIS and a chart plotter. For passenger safety, over and above the requirements of the US Coast Guard, we also carry an inflatable life raft and AED Defibrillator.

This vessel is powered by economical twin diesel engines with a consumption average of just 1.25 gallons of diesel per trip and the capacity to operate for a week without refueling (saving pollution control fees) that provides additional savings to the County over alternative vessels.

We currently carry \$5,000,000 in liability insurance with Whatcom County named as additionally insured.

The US Coast Guard Licensed Captains that operate our vessels are seasoned professional with excellent problem solving and customer service skills. They include:

Captain Drew Schmidt	44 years
Captain Loren Kapp	46 years
Captain Dale Jensen	35 years
Captain Jeff Drov Dahl	11 years
Captain Casey Schmidt	5 years

Our company is well capitalized, financially stable, community minded and well regarded. We can supply any financial documentation or bank references required or requested.

Hopefully, I have included the appropriate documentation and information for this proposal. I am happy to provide further clarification to anything that would be helpful.

Thank you again for the opportunity to provide Whatcom County with service in the past and hopefully into the future as well.

Respectfully submitted,



Captain Drew M. Schmidt  
President

Whatcom County  
RFP #20-26  
Temporary Ferry Service To and From Lummi Island  
Attachment A

Name of Vessel or Vessels: M.V. SALISH SEA  
Length: 50'  
Tonnage: 36 GROSS TONS  
Passenger Capacity: 56  
Number of Passenger Seats: 56  
Number of Covered Passenger Seats: 41  
Present Location of Vessel: FAIRHAVEN

Daily rental with two (2) licensed operators (one operator per shift) \$ \_\_\_\_\_

SEPTEMBER 1 THROUGH APRIL 30 — \$ 3,200/day<sup>A</sup>

MAY 1 THROUGH AUGUST 31 — \$ 6,400/day

\* EXTENSIONS SUBJECT TO LOCAL CPI RATE INCREASE.

**REFERENCES**

Name: \_\_\_\_\_  
Address: WHATCOM COUNTY  
Contact: CHANTALL HILSINGER  
Phone Number: 360.778.6235  
Email Address: CHILSINGER@CO.WHATCOM.WA.US

Name: PORT OF BELLINGHAM  
Address: \_\_\_\_\_  
Contact: ROB FIX  
Phone Number: 360.676.2500  
Email Address: ROBF@PORTOFBELLINGHAM.COM

Name: WASHINGTON STATE FERRIES  
Address: \_\_\_\_\_  
Contact: LEONARD SMITH  
Phone Number: 206.515.3695  
Email Address: \_\_\_\_\_



United States of America  
Department of Homeland Security  
United States Coast Guard

Certification Date: 13 Mar 2019  
Expiration Date: 28 Mar 2024

# Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name	Official Number	IMO Number	Call Sign	Service
SALISH SEA	574608		WCY9101	Passenger (Inspected)

Halling Port	Hull Material	Horsepower	Propulsion
BELLINGHAM, WA	FRP (Fiberglass)	730	Diesel Reduction
UNITED STATES			

Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
SEATTLE, WA		01Jul1976	R-38	R-28		R-48.0
UNITED STATES			-	-		10

Owner	Operator
PACIFIC CRUISES NORTHWEST INC 355 HARRIS AVENUE STE 104 BELLINGHAM, WA 98225 UNITED STATES	PACIFIC CRUISES NORTHWEST INC 355 HARRIS AVENUE STE 104 BELLINGHAM, WA 98225 UNITED STATES

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

1 Masters	0 Licensed Mates	0 Chief Engineers	0 Oilers
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers	
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers	
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers	
0 Mate First Class Pilots	1 Deckhands	0 Qualified Member Engineer	

In addition, this vessel may carry 56 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 58

**Route Permitted And Conditions Of Operation:**  
**---Lakes, Bays, and Sounds---**

THE SHELTERED WATERS OF THE WEST COAST OF NORTH AMERICA EAST OF ANGELES POINT, WASHINGTON AND SOUTH OF HOPE ISLAND, BRITISH COLUMBIA, CANADA.

IF THE VESSEL IS AWAY FROM THE DOCK, OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR A PERIOD EXCEEDING 12 HOURS IN ANY 24 HOUR PERIOD, AN ALTERNATE MASTER AND CREW SHALL BE PROVIDED.

NOT MORE THAN 12 PASSENGERS MAY BE CARRIED ON AN INTERNATIONAL VOYAGE.

NO MORE THAN 19 PERSONS MAY BE CARRIED ON VESSEL'S UPPER DECK.

\*\*\*SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION\*\*\*

With this inspection for Certification having been completed at Bellingham, WA, UNITED STATES, the Officer in Charge, Marine Inspection, SECTOR PUGET SOUND certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Re-Inspection				This certificate issued by:
Date	Zone	A/P/R	Signature	
				J. D. DWYER OOMI
				Officer in Charge, Marine Inspection
				SECTOR PUGET SOUND
				Inspection Zone



# Certificate of Inspection

Vessel Name: SALISH SEA

### ---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	31Mar2021	13Mar2019	14Mar2017
Internal Structure	31Mar2021	13Mar2019	14Mar2017

### ---Stability---

Type	Issued Date	Office
Letter	26Mar2012	Sector Puget Sound

### ---Lifesaving Equipment---

Total Equipment for 58 Persons

Primary Lifesaving Equipment	Quantity	Capacity	Required
Lifeboats (Total)	0	0	Life Preservers (Adult) 58
Lifeboats (Port)	0	0	Life Preservers (Child) 6
Lifeboats (Starboard)	0	0	Ring Buoys (Total) 1
Motor Lifeboats	0	0	With Lights 1
Lifeboats With Radio	0	0	With Line Attached 1
Rescue Boats/Platforms	0	0	Other 1
Inflatable Rafts	0	0	Immersion Suits 0
Life Floats/Buoyant App	0	0	Portable Lifeboat Radios 0
Inflatable Buoyant Apparatus (IBA)	1	45	Equipped With EPIRB? NO

### --- Fire Fighting Equipment ---

Number of Fire Pumps - 1

#### \*Fixed Extinguishing Systems\*

Location	Type	Capacity
ENGINE ROOM & F/O ROOM	Carbon Dioxide	75

#### \*Fire Extinguishers - Hand portable and semi-portable\*

Quantity	Class Type
1	10-B:C
1	2-A
1	40-B:C

\*\*\*END\*\*\*

## Curriculum Vitae

Drew M. Schmidt

### **Business:**

#### Owner and Operator- Pacific Cruises Northwest, Inc. – 1992 to present.

This company operates, or has operated, both regulated and non-regulated passenger service in Washington, California, Alaska and British Columbia for over 20 years. Current cruises include:

Friday Harbor Passenger Ferry,  
Whale Watching Adventure Cruises,  
Chuckanut Bay Cracked Crab Dinner Cruises,  
Beer Tasting Cruises featuring Washington craft breweries,  
UnWINEd – Wine Tasting Cruises and  
All inclusive - San Juan Explorer - group tours.

Inaugurated an international ferry route between Bellingham, Washington and Victoria, British Columbia in 1992 offering passenger ferry service and packaged travel between the cities until 2009.

Launched and operated a new glacier and wildlife sightseeing tour in conjunction with the National Park Service in Kenai Fjords National Park, Seward, Alaska, from 1996 through 2000. Tour is still operating today under new ownership.

Operated race viewing excursions from San Diego, California with vessels brought from Washington to watch the America's Cup in both 1992 and 1995.

#### General Manager – Gray Line Cruises – 1987 to 1992.

Launched and operated a new sightseeing excursion and sport fishing operation in conjunction with the opening of the Resort Semiahmoo in Blaine, Washington.

#### Captain – Hat Island Ferry, Viking Cruises and Seattle Harbor Tours – 1979 to 1987.

### **Affiliations:**

Commissioner – Bellingham Tourism Commission  
Member – Whatcom County Lodging Tax Advisory Committee  
Treasurer – San Juan Area Sea Life  
Board Member – Pacific Whale Watching Association  
Past Chairman of the Board – Bellingham / Whatcom Convention and Visitors Bureau  
Past Chairman of the Board – Bellingham / Whatcom County Chamber of Commerce  
Past Commissioner – Port of Bellingham – Waterfront Advisory Group

### **Credentials:**

US Coast Guard - Master of Steam, Motor and Sailing Vessels up to 500 gross tons





**COVERAGES**

**CERTIFICATE NUMBER:**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> MARINE GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	B5JH84817	09/01/19	09/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP / OP AGG \$ 2,000,000 WA STOP GAP INCLUDED \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	710038353/0001	09/01/19	09/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. (Each accident) \$ E.L. DISEASE (Ea employee) \$ E.L. DISEASE - POLICY LIMIT \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (MANDATORY IN NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> ALTERNATE EMPLOYER <input type="checkbox"/> USL&H ENDORSEMENT <input type="checkbox"/> MARITIME EMPLOYERS LIABILITY <input type="checkbox"/> OCSL ACT	N/A	<input type="checkbox"/>				<input type="checkbox"/> STATUTORY <input type="checkbox"/> OTHER LIMITS E.L. (Each accident) \$ E.L. DISEASE (Ea employee) \$ E.L. DISEASE - POLICY LIMIT \$ \$
	<b>U.S. LONGSHORE &amp; HARBOR WORKERS COMPENSATION ACT</b> <input type="checkbox"/> ALTERNATE EMPLOYER <input type="checkbox"/> MARITIME EMPLOYERS LIABILITY <input type="checkbox"/> OCSL ACT	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/> STATUTORY <input type="checkbox"/> OTHER LIMITS E.L. (Each accident) \$ E.L. DISEASE (Ea employee) \$ E.L. DISEASE - POLICY LIMIT \$ \$
	<b>AIRCRAFT LIABILITY</b> <input type="checkbox"/> OWNED AIRCRAFT <input type="checkbox"/> NON-OWNED AIRCRAFT <input type="checkbox"/> PASSENGER LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>ENERGY CONTROL OF WELL / OPERATORS EXTRA EXPENSE</b> <input type="checkbox"/> CARE, CUSTODY AND CONTROL (CCC) OFFSHORE OIL AND GAS PROPERTY <input type="checkbox"/> PLATFORMS <input type="checkbox"/> PIPELINES ONSHORE OIL AND GAS PROPERTY <input type="checkbox"/> OIL & GAS PROPERTY <input type="checkbox"/> CONTRACTORS EQUIPMENT NAMED WINDSTORM <input type="checkbox"/> CCC <input type="checkbox"/> OFF-SHORE <input type="checkbox"/> ON-SHORE	<input type="checkbox"/>	<input type="checkbox"/>				CSL, ANY ONE OCCURRENCE (100% interest) ANY ONE OCCURRENCE (100% interest) \$ \$ VALUES AS SCHEDULED \$ VALUES AS SCHEDULED \$ \$ \$ VALUES AS SCHEDULED VALUE AS SCHEDULED \$ AGGREGATE \$

**VESSEL(S):** AS PER ATTACHED SCHEDULE DETAILED IN THE DESCRIPTION OF OPERATIONS

**DESCRIPTION OF OPERATIONS / LOCATIONS (ACORD101, Additional Remarks Schedule, may be attached, if more space is required)**

Certificate Holder is listed as an additional insured as respects General Liability and Protection & Indemnity as their interest may appear. Waiver of subrogation in favor of the certificate holder as respects General Liability. General Liability coverage is primary and non-contributory as per the attached policy language.

Insurer B Subscribed as follows:  
 57.143% State National Insurance Company  
 25.714% Starr Indemnity & Liability Company  
 17.143% Berkshire Hathaway Specialty Insurance Company