

**CITY OF SHORELINE
REQUEST FOR PROPOSAL
RFP No. 6080**

**Print Services for Parks, Recreation and Cultural
Services Department Recreation Guide**

Submittal Date: **October 19, 2010 2:00 p.m.** Pacific Local Time

The City of Shoreline, Washington is soliciting proposals (RFP) from individuals or firms for the services of publishing, distribution and mailing of the Parks Recreation and Cultural Services Department Recreation Guides.

BACKGROUND

Shoreline Parks, Recreation and Cultural Services currently publishes three issues annually of a recreation guide that lists classes, programs and events offered by the Parks Department. Guides are published for spring/summer, fall and winter. The Parks Department anticipates publishing three guides each year for 2011, 2012 and 2013.

TERMS/PRICE ADJUSTMENTS

The City intends to award a three year contract. The contract period may be extended in one-year increments for two additional one-year periods, not to exceed a total of five consecutive years, in accordance with the best interest and at the sole discretion of the City and contingent upon the appropriation of funds by the Shoreline City Council.

Prices shall remain firm for at least one (1) year after contract award. Thereafter, prices may be changed as follows:

All price reductions at the manufacturers' or distributor's level shall be reflected in a reduction of the contract price(s) to the City of Shoreline, retroactive to the effective date of the price change.

In the event of a price increase at the manufacturer's level during the contract period, the Contractor may request a price change not to exceed the exact amount of the manufacturer's price increase. This request shall be made in writing and include adequate documentation and/or a copy of the manufacturer's price change notice. Every effort shall be made to allow the City of Shoreline thirty (30) days notice of such change, but not less than fourteen (14) days written notice shall be considered. The City may cancel the contract if the price increase is not approved.

If approved, any price increase shall take effect as stated and remain in effect for the subsequent contract period.

PRELIMINARY TIMETABLE

RRP Released	October 4, 2010
Deadline for Receipt of Written Inquiries	October 12, 2010
Written Responses Distributed	October 13, 2010
Proposal Due Date	October 19, 2010
Proposal Review Period	October 20 – 29, 2010
Finalists Selected & Reviewed	November 1 - 5, 2010
Intended Date for Award (on or about)	November 15, 2010

GENERAL INFORMATION

To be eligible for award, all Contractors shall have prior successful experience providing the printing, distribution and mailing of the services described in this solicitation. Quantities used in the RFP are based on historical information and are neither a guaranty of sales nor volume of printed material to be provided under the potential contract resulting from this RFP.

All documents, reports, proposals, submittals, working papers, or other materials prepared by the Contractor pursuant to this proposal shall become the sole and exclusive property of the City and the public domain, and not the property of the Contractor. The Contractor shall not copyright, or cause to be copyrighted, any portion of said items submitted to the City because of this solicitation.

To be eligible for award all requirements listed in this RFP must be included in the proposal. Partial responses will not be considered for award.

PAYMENT PROCESSING

Payment terms are Net 30 from receipt of invoice. Contractor will submit invoices within thirty (30) days of completion of work. Invoices must be prepared in a format that corresponds to the pricing format provided in this RFP. Incorrectly submitted or lump sum invoices will be returned to the Contractor for correction.

The City 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 city does not hold title. The city is exempt from Federal Excise Tax.

SCOPE OF WORK

The Scope of Work is expected to include, but not be limited to, the following tasks:

Publish, distribute and mail the Shoreline Recreation Guide three times per year, or as otherwise requested, following the specifications and guidelines provided by the City. Sample copies of the 2010 Spring/Summer and Fall guides are available for reference at

the Parks Department, 4th Floor, Shoreline City Hall, 17500 Midvale Avenue N, Shoreline, WA. The City has its own bulk permit number for mailing.

Subcontracting:

The successful Awardee shall not assign any rights or delegate any duties under this contract without the City's prior written consent. Such consent shall be in writing and received no less than thirty (30) days prior to the date of any proposed assignment and/or delegation.

Pickup and Delivery Schedule:

The contractor must provide pickup and delivery service to City of Shoreline, approximately 3-5 per publication (three publications per year). The main delivery location of the printed material will include the Spartan Recreation Center, 202 NE 185th Street, Shoreline, WA. The secondary delivery location (where most frequent pick-ups happen) is Shoreline City Hall, 17500 Midvale Avenue N, in Shoreline, WA. The contractor shall provide the cost for pickups and deliveries on an emergency basis, to be noted on the proposal sheet. The cost for initial expected pick-up and delivery (estimated at 3-5 per publication) shall be included in the project cost and not an additional charge to the City.

Original Documents, Artwork, Digital Graphic Files:

The City may provide original documents, artwork and/or digital graphic files (further referenced as originals) to Contractor. All originals, whether provided by City or generated by contractor, are the property of the City and must be returned at time of delivery of the final product.

Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

Quality Specifications:

Document quality is to meet highest industry standards in terms of readability and overall appearance. Acceptable quality is solely determined by the City of Shoreline.

To the extent that any required corrections are the fault of the printer, then printer shall bear the costs of the corrections and shall reprint and/or redistribute the Recreation Guide. Such corrections that are considered the exclusive responsibility of the printer include improper paper size that does not comply to the specifications herein, incomplete or smudged printing on the pages, color overlay that does not properly align to two-color print, and other similar defects in production. Should the production completely fail, the City retains the right to terminate the publication immediately and the City shall not be held responsible for the payment of the failed production, and may require the printer to pay for damages including reproduction at an alternative location as a result of the failure to meet the printing obligation.

Sustainable Products

The City is committed to environmental matters and has an interest in measures used by service and product providers to ensure minimal adverse impact on the environment. The City seeks to maximize the purchase of products using recycled materials and products suitable for recycling, without unreasonable increase to price nor degradation of quality. The contractor will be required to discuss and offer assistance in determining methods and products that will help the City succeed in this effort throughout the duration of this contract.

Additional Specifications:

Printed material shall not be accepted nor considered complete until all items listed in specifications are met to the satisfaction of the City. Work shall be delivered complete within the number of working days agreed upon by both the City and Contractor, and shall be listed in the City's Notice to Proceed.

The number of working days may vary depending on the project. The City will issue a written Notice to Proceed for each printing project under this contract. If the Work is not delivered complete within the agreed upon time, the Contractor agrees to pay the City as liquidated damages the sum of \$100.00 per day for each day the project remains uncompleted.

The printer shall provide a printed proof to the City project manager for final approval. Failure to provide a proof to the City in advance of publication shall make the Contractor fully responsible for all errors, corrections, and damages

Such liquidated damages are appropriate and are agreed upon by the parties because of impracticability and difficulty of ascertaining the actual damages the City would sustain in the events described above.

Modifications:

Either party may request changes in the contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

SUBMITTAL REQUIREMENTS

Respondents shall submit a written proposal on the enclosed forms, along with other required documents as outlined in this RFP **no later than October 19 at 2:00 p.m.**, submitted to the City of Shoreline, Parks Department 4th Floor, Attn: Sheryle Harp – RFP # **6080**, 17500 Midvale Avenue North, Shoreline, Washington, 98133-4905.

Questions related to this solicitation must be received no later than October 12, 2010 and must be directed to **Lynn M. Cheeney, Recreation Superintendent, Email: LCHEENEY@shorelinewa.gov and fax: (206) 801-2780. Questions via phone will not be accepted.** Written responses will be issued October 13, 2010.

Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of proposals. Any proposal received after the deadline will not be considered. Proposals shall not be delivered by facsimile transmission or other telecommunication or electronic means.

Samples of Previous Work

All Contractors are required to submit along with their proposal a minimum of three (3) samples of work performed within the last twelve (12) months that represents your technical capabilities as indicated in the attached questionnaire and that are similar in style to the sample Shoreline Recreation Guides, available for reference at the Parks Department, 4th Floor, Shoreline City Hall, 17500 Midvale Avenue N, Shoreline. All Contractor samples submitted shall include client name and current contact information.

RFP EVALUATION CRITERIA

The City of Shoreline reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative and technical requirements, assessment of the quality and performance of the equipment, services and costs proposed. Determinations are at the sole discretion of the City.

Matters relating to qualifications to meet the needs of the City will receive highest priority in evaluation. Matters relating to the means of meeting those needs described in the proposal will be considered secondary.

Evaluation Criteria will consist of the following:

1. The ability of the firm to service this account based on the contemplated scope of work and volume of business.

The proposal should include an overview of the company including capabilities, length of time in business, capacity, etc. Describe the tasks and equipment to be used to accomplish this project; how key deliverables will be met, and the methodology planned to carry out the specific tasks described. Indicate the address and telephone number of the Contractor's site located nearest to Shoreline and the location from which the project will be managed, as applicable.

2. The experience of the firm, history with similar work, and other matters relating to relevant experience.

Describe similar projects that have been completed within the last year as outlined under "Samples of Previous Work" above. This will include review of references provided. In conducting reference checks, the City may include itself or other government agencies and businesses as a reference if the Contractor has performed the work, even if the Contractor did not identify these sources as a reference. In the event that information obtained from the reference checks reveals concern about the Contractor's past performance and/or their ability to successfully perform the work, the City may determine that the Contractor is not a responsible Bidder and may award to the next lowest qualified Contractor whose reference checks are validated.

3. Experience of the individual(s) assigned to this account.

Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager, the key contact person and their relative experience.

4. Price

5. Innovative offerings

Identification of unique and/or creative methods and/or services; conformance to and/or ability to include sustainable products while maintaining quality. For example, this might include the ability to demonstrate with samples and explain how use of recycled paper (specifying recycle content) has been incorporated in other projects; use of soy inks or other environmentally friendly products, production methods that utilize sustainable measures, etc.

The City's Evaluation Panel will use the following criteria to evaluate each RFP:

Criteria	Points
1. Capabilities of the Company	0-20
2. Related Experience of Firm (includes references)	0-20
3. Expertise of Key Staff	0-20
4. Price	0-20
5. Innovative Offerings	0-20
Maximum Points	100

The proposals will be the basis from which Contractors will be selected for final review. Following the City staff evaluation of the proposals received, selected Contractor(s) may be invited to make oral presentations. In this instance, the City's Project Manager will provide additional details outlining the preferred content of the presentation to each Contractor that is invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified Contractor based on all materials and information presented. Determinations are at the sole discretion of the City.

Any Contractor failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to refrain from contracting with any respondent. Contractors eliminated from further consideration will be notified by the City as soon as practical.

**CITY OF SHORELINE
RESPONSE TO
REQUEST FOR PROPOSAL**

RFP No. 6080

RFP Submittal Checklist

- ☐ COMPANY OVERVIEW
- ☐ PROPOSAL RESPONSE SHEETS (3 Pages)
- ☐ REFERENCE SHEET (1 Page)
- ☐ SUPPLEMENTAL QUESTIONS (1 Page)
- ☐ SAMPLES (minimum of three)

Failure to submit all of the above items will result in the proposal being non-responsive.

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Services Department Recreation Guide**

Submittal Date: **October 19, 2010** 2:00 p.m. Pacific Local Time

RESPONSE FORM

- ☐ This page of the proposal form must be signed.
- ☐ Use ink and print legibly.
- ☐ Unit prices, when relevant, are mandatory and shall control.
- ☐ Initial and date any changes, erasures or cross-outs.
- ☐ Initial here _____ to verify your Proposal considers addenda: _____ through _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

E-Mail: _____

Print Name of Signatory: _____

Print Title of Signatory: _____

Signature: _____

Date: _____

City of Shoreline Recreation Guides:

Size: 8-1/4" x 10-5/8" magazine, stitched and trimmed

Bleeds: Yes on 4CP pages

Customer: To supply digital files, word documents, text files and laser pages.

Printer: Printer to format the text files/word documents based on style sheets set up in a Master InDesign CS4 document as shown in our Spring/Summer 2010 recreation guide, including cover.
Printer will specify minimum number of days files are required in advance to print by a given deadline.

Press: Web press

Special: Press stop to hone off indicia on partial run.

Proof: Printer to provide assembled hard copy

Paper & color: See chart(s) below

2011 Pricing (without tax)

<u>Print Packages 5% Post-Consumer (FSC)</u>	10K	20K	30K	+/- price per addn'l Ms
<u>Option 1:</u> 32 pages: self-cover 38/72 stock EB black 4C all pages				
<u>Option 2:</u> 48pages: self-cover 38/72 stock EB black 4C all pages				
<u>Option 3:</u> 32 pages: self cover 38/72 stock EB black + 1 PMS				
<u>Option 4:</u> 48 pages; self cover 38/72 stock EB black + 1 PMS,				

Estimated Delivery Dates

2011
End of March – Spring/Summer issue End of August – Fall issue End of December – Winter 2012 issue

MAIL PREP

Packages	2011 Cost (without tax)
Option 1 8,000 Label Mailing from customer list. Printer will merge and dedupe lists, produce labels, affix, sort, sack and deliver to Bitter Lake Post Office (98133). 10,000 bundled and delivered to the City of Shoreline.	
Option 2 15,000 Top Sheet – Cap Mailing 5,000 Label Mailing from customer list. Printer will merge and dedupe lists, produce labels, affix, sort, sack and deliver to Bitter Lake Post Office (98133). 5,000 bundled and delivered to the City of Shoreline.	
Option 3 20,000 Top Sheet – Cap Mailing 3,000 Label Mailing from customer list. Printer will merge and dedupe lists, produce labels, affix, sort, sack and deliver to Bitter Lake Post Office (98133). 4,000 boxed and delivered to the City of Shoreline.	

Turn-around times:

	2011 (without tax)
Turn-around: (a) Client's file delivery to blueline (list as number of working days).	
Turn-around: (b) blueline approval to Post office & client site delivery (list as number of working days)	
Blueline or digital proof to/from client location (list number of working days and any costs)	
Client press-check option (yes or no and any costs)	

Other

Vendor must list below any and all charges expenses, and/or costs to be incurred by the City that are not included in this section. Failure to specify such items may be a cause for disqualification as approved charges.

Item #	Qty	Description	Price	Unit of Measure	Ext Price

Pick-up & Delivery Service

List cost for any additional or emergency delivery or pick-up (beyond expected maximum 5 per publication)

Delivery	\$
Pick-up	\$

Supplemental Questions

Digital File Transfer:

What capabilities do you have to receive digital files electronically? *Check all that apply.*

E-Mail _____ FTP _____ ZIP _____ CD _____

Traditional Pre-Press:

Do you offer traditional Pre-Press service? Yes _____ No _____

Electronic Pre-Press:

What platform and software/versions do you use in your electronic pre-press service?

Check all that apply.

PC _____ In Design _____ Illustrator _____
PDF _____ Other _____ Word _____ Photo Shop _____

Do you offer in-house graphic design services? Yes _____ No _____

What is your hourly rate for graphic design services? \$ _____/hr.

Price for corrections Per page _____ Per Hour _____

Guaranteed turnaround time _____ Sales Tax Rate (%) _____

Print run guarantee _____ 5% +/- _____ 10% +/- _____ Other: _____

Do you offer technical support for graphics questions? Yes _____ No _____

If so, is there an additional charge for this service and list the hourly rate, or specify that technical support is free to your customers. _____ \$ _____/hr.

What is your policy on press checks? (scheduling, changes, etc.)

Who will be the contractor representative assigned to manage this account?

What is the representative's experience with this type of project?

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CUSTOMER REFERENCES

- 1. Company Name** _____
Business Address _____
Name of Contact _____
Title of Contact _____
Telephone Number of Contact _____
Description of Printing Project _____
Date of Order _____

- 2. Company Name** _____
Business Address _____
Name of Contact _____
Title of Contact _____
Telephone Number of Contact _____
Description of Printing Project _____
Date of Order _____

- 3. Company Name** _____
Business Address _____
Name of Contact _____
Title of Contact _____
Telephone Number of Contact _____
Description of Printing Project _____
Date of Order _____



Contract No. _____
Brief Description: _____

CITY OF SHORELINE AGREEMENT FOR SERVICES

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and _____, hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to _____ and

WHEREAS, the City has selected _____ to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$_____, including all fees and those reimbursable expenses listed in Exhibit A.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: the attention of the contract manager identified in Section 14, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905.

3. Term.

- A. The term of this Agreement shall commence _____ and end at midnight on the _____ day of _____, 20_____.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product.

6. Independent Contractor Relationship.

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

7. Hold Harmless.

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose 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.

8. City of Shoreline Business License.

The awarded consultant will be required to obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. More information regarding requirements to register with the State of Washington Department of Revenue can be found on the web at:
<http://dor.wa.gov/content/doingbusiness/registermybusiness/default.aspx>

9. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.
- C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

10. Delays.

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

11. Successors and Assigns.

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

12. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color,

creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

13. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700

Consultant Name: _____
Name of Firm: _____
Address: _____
Address: _____
Phone Number: _____

14. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

15. General Administration and Management.

The City's contract manager shall be (name and title): _____.

16. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

CITY OF SHORELINE

CONSULTANT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

Approved as to form: