

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<p><b>AGENDA TITLE:</b> Recreation Guide Proposal Acceptance and Contract Approval <b>DEPARTMENT:</b> Parks, Recreation &amp; Cultural Services <b>PRESENTED BY:</b> Lynn M. Cheeney, Recreation Superintendent</p>
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**PROBLEM/ISSUE STATEMENT:**

Each year the Parks, Recreation and Cultural Services Department distribute brochures to residents of Shoreline and participants for the purpose of advertising and promoting the numerous classes and activities available to the community. These guides are distributed three times a year.

In previous years, the Department has accepted proposals for only one to two years. This year the Department conducted a proposal process and would like to extend the contract for up to five years. The ability to extend the contract will allow the City to provide constant quality in the publication of the Recreation Guide.

In November, the Department requested proposals and received five. Of the five, the two lowest annual proposals were Snohomish Publishing at \$27, 091.50 and Sound Publishing at \$24,375.54. Though Sound is the lowest proposal amount, the Department is recommending Snohomish Publishing over Sound Publishing based on comments from references regarding service and delivery issues. The City is currently under contract with Snohomish Publishing who has provided a high quality product, excellent customer service and on time publications.

City purchasing policies require contracts exceeding \$50,000 to be reviewed and approved by Council action. This is a multi-year contract and will exceed the \$50,000 amount. City purchasing policies do not require award to the lowest cost bidder in these circumstances, but permits an evaluation and selection based on quality, customer service, and references as well as cost.

**FINANCIAL IMPACT:**

This contract was anticipated and included in the 2006 budget. It is not a fixed contract for five years, but the price shall remain firm for at least one (1) year. If there is a price increase at the manufacturing level, the company may request a price increase, but must give the City adequate documentation for said increase. The City may cancel the contract if the price increase is not justified. If the price increases are approved by the City and allowed, they shall take effect at the time of contract extension and remain in effect for the subsequent contract extension period.

**RECOMMENDATION**

Staff requests City Council approve proposal and authorize the City Manager to enter into a contract with Snohomish Publishing Company with the option of renewing the contract each year until 2010.

Approved By: City Manager  City Attorney \_\_\_\_\_

## **INTRODUCTION**

In November the Parks, Recreation and Cultural Services Department conducted a proposal process for the purpose of printing the City's recreation guide. This guide is the main public document that advertises all programs and activities offered by the Department.

The City received five proposals and created a spread sheet of proposals and information that was received. From those proposals, two companies, Sound Publishing and Snohomish Publishing were selected with the two lowest proposals. Staff then reviewed the proposals based on quality, pricing and references.

Quality: Both Snohomish and Sound submitted samples of their products. Both had clean copies with good photo quality. Samples submitted were similar to the current recreation guide.

Pricing: There was a pricing difference between the two finalists of \$2,715.46.

References: Staff contacted references for both firms. References for Sound Publishing indicated the quality as being erratic and inconsistent. References for Snohomish were extremely positive and one firm shared that it was the "best product quality and the customer service was "incredible". Snohomish currently publishes the City's guide. The staff has been pleased with the quality, the quick turn around for edits, the attention to detail by the graphics department and on time delivery of the product. Snohomish is also the printer for Currents.

The quality and customer service that has been received in the past from Snohomish make them the choice for the brochure printing. This is can be renewed up to five years and staff will evaluate service, quality and pricing each year. The City has the ability to terminate the contract if service or quality fails to meet current standards.

## **RECOMMENDATION**

Staff requests City Council approve proposal and authorize the City Manager to enter into a contract with Snohomish Publishing Company with the option of renewing the contract each year until 2010.

## **ATTACHMENTS**

- A. Contract for Snohomish Publishing Company
- B. Spread Sheet of Proposals Received



Contract No. 3667

Brief Description: Recreation Guide design and printing for spring 2006 to winter 2007

**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 Snohomish Publishing Company, Inc., hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to provide graphic design, printing and mailing services for the spring 2006 to winter 2007 and

WHEREAS, the City has selected Snohomish Publishing Company, Inc. 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 \$36,600.00, including all fees and reimbursable expenses.

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 Exhibit C, Taxpayer Identification Number, to the City prior to or along with the first billing voucher. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: City of Shoreline, Attention Accounts Payable, 17544 Midvale Avenue North, Shoreline, Washington 98133-4921.

**3. Term and Time of Completion.**

A. The term of this Agreement shall commence January 16, 2006 and ends at midnight on the 30th day of December, 2006.

B. The work, as described in Exhibit A, will be scheduled for completion by no later than the 30th day of December, 2006.

**4. Termination.**

A. The City reserves the right to terminate or suspend 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 60 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 and its officers, agents, employees and volunteers harmless from all costs, claims or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the acts, errors, or omissions of the Consultant, its agents or employees in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

**8. 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) City shall be an additional insured and 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 insurance appropriate to Consultant's profession with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

If initialed, above insurance requirement is waived.

\_\_\_\_\_ City Attorney

- 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.

If initialed, above insurance requirement is waived.

\_\_\_\_\_ City Attorney

- 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.

If initialed, above insurance requirement is waived.

\_\_\_\_\_ City Attorney

**9. 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.

**10. 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.

**11. 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.

**12. 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  
17544 Midvale Avenue N.  
Shoreline, WA 98133-4921  
(206) 546-1700

Consultant Name: Jeff Wise  
Name of Firm: Snohomish Publishing  
Company, Inc.  
Address: 605 2<sup>nd</sup> Street  
Address: Snohomish, WA 98290  
Phone Number: (360) 568-1242

**13. 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.

**14. General Administration and Management.**

The City's contract manager shall be (name and title): Lynn M. Cheeney, Recreation Superintendent.

**15. 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.

**16. 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: Lynn M. Cheeney  
Title: Recreation Superintendent

By: \_\_\_\_\_  
Name: Jeff Wise  
Title: President, Snohomish Publishing Company,  
Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Flannary Collins  
Assistant City Attorney

Attachments: Exhibits A, B, C

## EXHIBIT A

### SCOPE OF SERVICES

#### SCOPE OF SERVICES

The City of Shoreline desires to retain the services of Snohomish Publishing, Inc. to provide graphic design and printing services for the 2006 spring/summer through 2007 winter recreation guides, per their attached project quote. The City will provide content via electronic files for an initial setup and layout by Snohomish Publishing Graphics Staff. A PageMaker file in PC version 7.0 will be provided to City staff for any edits. Content, photos and all other elements of the publication will be returned to the vendor to prepare for printing. The printer will also provide any technical support required to complete the order and prepare the mailing. Upon blueline approval, the printer will "go to press" with the order, and deliver client-specified quantities to Post Office and Spartan Gym at the agreed upon dates for each recreation guide.

#### SCHEDULE

Work to commence on January 16, 2006 and ends at midnight on the 30th day of December 2006.

#### FEE

The design work as mentioned above will be performed at the rate of \$37.50 per hour plus applicable sales tax, not to exceed \$4,000.00, and should be billed to the City referencing 2408037-5410. The printing services as mentioned above, plus applicable sales tax, is not to exceed \$32,000.00, and should be billed to the City referencing 2408037-5493. **Invoice must be received by the City of Shoreline no later than December 30, 2006.**

Designed and printed material shall not be complete until all items listed in the 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 the Vendor. If the work is not delivered complete within the agreed upon time, the Vendor agrees to pay the City as liquidated damages the sum of \$100.00 per day for each day the project remains uncompleted. Such liquidated damages are appropriate and agreed upon by the parties because of impracticability and difficulty of ascertaining the actual damages the City would sustain in the event of noncompletion with the agreed upon time.



**EXHIBIT B  
CITY OF SHORELINE  
BILLING VOUCHER**

17544 Midvale Ave., N. Shoreline, WA 98133 ♦ (206) 546-1700 ♦ Fax (206) 546-2200

Contract No. \_\_\_\_\_

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

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

<b>Invoice No.:</b> _____	<b>Invoice Date:</b> _____
<b>Amount of Invoice \$</b> _____	

Contract Expiration Date: \_\_\_\_\_ Current Invoice Period: \_\_\_\_\_

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

**BUDGET SUMMARY:**

Total Contract Amount, (including amendments)	\$ _____
Previously Billed	\$ _____
Current Invoice Request	\$ _____
Total Payments Requested to date	\$ _____
Contract Balance Remaining	\$ _____

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

\_\_\_\_\_  
Consultant Signature

<i>For Department Use Only</i>	
Approved for Payment:	
_____ City of Shoreline	Date: _____

**EXHIBIT C  
CITY OF SHORELINE**

17544 Midvale Ave., N., Shoreline, WA 98133  
(206) 546-1700 ♦ Fax (206) 546-7870

**TAX IDENTIFICATION NUMBER**

In order for you to receive reimbursement from the City of Shoreline, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Shoreline before or along with the submittal of the first billing voucher.

Please check the appropriate category:	
_____ Corporation	_____ Partnership
_____ Individual/Proprietor	_____ Government Agency
_____ Other (please explain)	
TIN # _____ - _____	
SS # _____ - _____ - _____	
_____	
Print Name: _____	
Print Title: _____	
Business Name: _____	
Business Address: _____	
Business Phone: _____	
_____	
Date	Authorized Signature (required)

	Consolidated	Copy Co.	NW Newman-Snohomish	Sound
<b>Bid Elements</b>				
Photo Scanning? Y/N	y	y	y	y
Flatbed Resolution	300-350	300/1000	2400	1200
Drum Resolution	n/a	n/a	n/a	left blank
Maximum Scan Size	8x10	8.5x14	11x17	10.5x16.5
Grayscale scan cost	\$ 18.50	\$ 10.00	\$ 15.00	\$ 10.00
4CP scan cost	\$100/first, \$50 ea. Addn'l	\$ 25.00	\$ 35.00	\$ 25.00
<b>Print Package Option 1</b>		none submitted		
10K	\$ 3,138.00	n/a	\$ 3,435.00	\$ 3,015.00
20K	\$ 4,304.00	n/a	\$ 4,835.00	\$ 4,420.00
30K	\$ 5,471.00	n/a	\$ 6,190.00	\$ 5,825.00
Cost per additional 1000	\$ 116.66	n/a	\$ 135.00	\$ 141.00
<b>Print Package Option 2</b>				
10K	\$ 3,430.00	\$ 9,435.00	\$ 3,801.00	\$ 4,184.00
20K	\$ 4,669.00	\$ 15,597.00	\$ 5,397.00	\$ 6,051.00
30K	\$ 5,907.00	\$ 21,352.00	\$ 7,036.00	\$ 7,918.00
Cost per additional 1000	\$ 123.84	\$ 699.00	\$ 184.00	\$ 187.00
<b>Print Package Option 3</b>				
10K	\$ 3,224.00	\$ 7,694.00	\$ 3,313.00	\$ 3,896.00
20K	\$ 4,298.00	\$ 12,632.00	\$ 4,603.00	\$ 5,560.00
30K	\$ 5,371.00	\$ 17,272.00	\$ 5,886.00	\$ 7,223.00
Cost per additional 1000	\$ 107.33	\$ 575.00	\$ 128.00	\$ 167.00
<b>Print Package Option 4</b>				
10K	\$ 4,027.00	\$ 11,219.00	\$ 4,885.00	\$ 4,978.00
20K	\$ 5,662.00	\$ 18,586.00	\$ 6,867.00	\$ 7,292.00
30K	\$ 7,218.00	\$ 25,539.00	\$ 8,908.00	\$ 9,606.00
Cost per additional 1000	\$ 122.87	\$ 148.98	\$ 148.98	\$ 148.98

Current pkg

2006+ Recreation Guide  
Printing Mailing Bid

Cost per additional 1000	\$	159.52	\$	849.00	\$	204.00	\$	232.00	\$187.01 for additional, \$231.33 less per M
Mail Prep Option 1	\$	733.00	\$	535.00	\$	338.00	\$	295.00	\$ 552.17
Mail Prep Option 2	\$	925.00	\$	824.00	\$	380.00	\$	240.00	\$ 440.20
Mail Prep Option 3	\$	977.00	\$	850.00	\$	363.00	\$	175.00	
Turn-around (delivery to blueline)		2-3 days		5 days		2 days		24 hours	
Turn-around (blueline approval to post-office)		5-8 days		10 days		5 days		4-7 days	
Turn-around (blueline /proof to client location)		same day or next day		2 days - no charge		1 day - no charge		Yes: 24 hours- no charge	24 hours
Turn-around (Press-check option)		\$150 for webforms; \$250 for Gloss covers		Yes - No charge		Yes - no charge		Yes - no charge	Yes - no charge
Delivery Cost (beyond additional 3-5 expected)	\$	20.00	\$	25.00	\$	35.00	Free		
Pickup Cost (beyond additional 3-5 expected)	\$	20.00	Free		\$	35.00	Free		
E-mail - Y/N	Y		Y		Y		Y		Y
FTP - Y/N	Y		Y		Y		Y		Y
ZIP - Y/N	Y		Y		Y		Y		Y
Floppy/CD - Y/N	Y		Y		Y		Y		Y
Traditional Pre-press? Y/N	computer-to-plate technology; no film output		Y		n		Y		Y
Electronic Pre-press:									
Platform: Mac and/or PC?	both		both		both		both		both
Software:									
PageMaker 7.0	Y		Y		Y		Y		Y
PhotoShop 7.0	Y		Y		Y		Y		Y
InDesign	Y		Y		Y		n		Y
PDF	Y		Y		Y		Y		Y
Illustrator	Y		Y		Y		Y		Y
In-house graphic design? Y/N	n		Y		Y		Y		Y
Hourly rate for designer:	\$	60.00	\$	72.00	\$	60.00	\$	37.50	\$ 40.00

Current pkg

2006+ Recreation Guide  
Printing Mailing Bid

Technical support available?	Y	no charge	Y	no charge	Y	no charge	Yes	no charge	Y	no charge
Hourly rate for technical support:										
Policy on press checks:	Advance notice and must be flexible to scheduling. Presses operate 24 hours. We accommodate press checks during typical daytime hours but cannot promise. Changes requested at press check are subject to appropriate charges		Press checks are no charge unless there are plate changes or ink color changes at that time		we welcome them and make the time as accomodating as possible		From 12-24 hours notice to the customer is available. Customer may be subject to labor and material costs if possible customer alterations occur at check. Delay in production to fix these errors may affect customers' requested delivery time.			Press checks are ok, even encouraged. Press checks are scheduled when the job goes on the press. There is potential for wait time on press proofs. Changes or customer errors are billed time plus material.
Any early-pay discounts on invoices?	N	N	N	N	N	N	N	N	N	N
References Submitted?	N	N	N	N	Y	Y	Y	Y		
Name of person who will represent this account:	Kandy Hruby and Kinsey Loudon		Cathy Powell	John Northhall	Vincent L'Hirondelle	Jeff Baker				
Level of representative's experience:	Kandy - 24 years; Kinsey - 13 years		Good with producing booklets, however, we do not offer web press. This bid is to be done on a sheetfed offset press.	20 years	8 years working directly with printing for park & recreation	34 years in the print trade, sheet-fed and web press.				

2006+ Recreation Guide  
Printing Mailing Bid

Sample quarterly total	Will any portion of this project be subcontracted? If yes, list company(ies)	N	Y: Seattle Bindery & mail prep by Plusher's Mailing	N	NW Newman-Burrows	Snohomish	Sound Publishing
		Consolidated	Copy Co.				
	Print Package: Option 2	\$ 5,907.00	\$ 21,352.00	\$ 7,036.00	\$ 7,918.00	\$ 6,207.96	
	Mailing Package	\$ 977.00	\$ 850.00	\$ 363.00	\$ 175.00	\$ 367.22	
	Graphic design/tech support hourly charge (est. 25 hrs)	\$ 1,500.00	\$ 1,800.00	\$ 1,500.00	\$ 937.50	\$ 1,000.00	
	Grayscale Photo Scans (max. 30)	\$ 555.00	\$ 300.00	\$ 450.00	-	\$ 300.00	
	Color Photo Scans (max. 10)	\$ 550.00	\$ 250.00	\$ 350.00	-	\$ 250.00	
	<b>Total:</b>	\$ 9,489.00	\$ 24,552.00	\$ 9,699.00	\$ 9,030.50	\$ 8,125.18	

Annual Cost (3 publications)

\$ 28,467.00 \$ 73,656.00 \$ 29,097.00 \$ 27,091.50 \$ 24,375.54