



## REQUEST FOR PROPOSALS

*For*

### IP BASED PHONE AND VOICE MAIL SYSTEM

#### Requested Service

The City of Willits is requesting proposals from qualified telecommunications service companies to upgrade/replace the City's current AT&T Centrex telephone system. The City of Willits provides a full range of services to the public including water and sewer service, public safety, highways and streets, culture and recreation, public improvements, community development and general administrative services.

#### Scope of Work

The City is currently facing several challenges with its current telecommunications system including the following:

- The City's system is based on older technology that has become cost prohibitive to use, expand, and service.
- The system has limited features which don't take advantage of newer technologies.
- The system lacks a reliable integrated voice mail system.

These challenges are the impetus for the City's plan to upgrade its telephone system. The City is seeking a solution that addresses the above concerns and may include an upgrade to the City's current system or a complete replacement. The City of Willits is requesting proposals from qualified telecommunications service companies to supply and install an upgrade or a new system as outlined in this RFP.

#### Tasks

The City uses information technology to deliver services to the public and relies heavily on information technology for its daily operations. A system upgrade/replacement to the City's telecommunications infrastructure and related systems is a key part of the City's long-term technology planning strategy. With this in mind the City of Willits seeks a system upgrade/replacement that will achieve the following key goals:

1. Provide IP-based voice capability. The new system will provide a Voice over Internet Protocol (VoIP) solution that the City can leverage for current and future applications.
2. The City will consider pure VoIP solutions as well as hybrid approaches that leverage the City's current infrastructure and systems.

3. Acquire a system that can be easily configured and installed with no interruption to the City's current operations and systems.
4. Implement a system that is compatible with the City's IT infrastructure. The new system must operate on the City's current IT infrastructure with limited modifications.
5. Provide high quality voice with minimal voice latency.
6. Well supported and maintained.
7. Full featured. Acquire a system that will include standard features as well as other features that will enhance City service capabilities.
8. Ease of use.
9. Support for 911/Emergency calling.
10. Cost effective.
11. Integrated voicemail.

The City currently has five locations that use the existing Centrex service; City Hall (111 E. Commercial Street), the Justice Center (125 E. Commercial Street), Public Works (380 E. Commercial Street), the Sewer Plant (Sewer Plant Road), and the Water Plant (Water Plant Road). All locations are within the scope of this RFP. The proposed system must be expandable to include these remote locations. The City also has several telephone lines including SCADA controllers, payphones, and modem lines. The City uses AT&T as its carrier for local and long distance services.

The City's computing environment consists of an IBM AS400 Server and a Windows Network Server. The City operates a mixed environment with core business applications including financial applications on the AS400 and other key applications running on a Windows platform (Windows Server 2003).

### **Products and Deliverables**

The City would like to review options for a complete telephone system upgrade or replacement and vendors may propose alternatives from which the City can choose. Following is an overview of the key requirements and specific desired features of a new system.

1. Centrex replacement.
2. Handset replacement.
3. Speaker phones.
4. Standard phones.
5. VoIP capabilities.
6. Headset port integration.
7. Multi-line, LCD display.
8. Support for remote teleworker phones (water plant and sewer plant) via internet.
9. Integration of local analog lines with teleworker phones.
10. IP networking via internet VPN between City Hall, Public Works and Police Department.
11. Support for both ISDN-PRI and analog trunking (six analog trunks at each location).
12. Unified messaging / voicemail (provide for a minimum of 30 voicemail boxes).
13. Automated attendant and business reporting functions.
14. User-friendly browser based system management.
15. Easy access to standard features including hold, transfer and conference.
16. Diagnostic tools so local administrators can diagnose problems.

17. Security.
18. Integration with existing 911 console via analog station ports.
19. Experience with local municipalities and Public Safety organizations.
20. Remote programming and maintenance access.
21. Emergency onsite vendor response time of one hour or less.
22. Maintenance agreement alternatives.

**Present System Configuration**

City Hall: 13 telephone sets, 15 telephone numbers plus two fax lines  
 Front desk - main City Hall telephone number rings over to two other lines  
 12 additional direct extension telephone numbers

Police Department: 16 telephone sets, five telephone numbers plus one fax line  
 Front desk/dispatch main business number  
 Four additional direct extension telephone numbers

Public Works/Engineering: Seven telephone sets, Seven telephone numbers plus one fax line  
 Front desk main business number  
 Six additional direct extension telephone numbers

Sewer Plant: one telephone set, one telephone line plus one fax line

Water Plant: one telephone set, one telephone line plus one fax line

**Total telephones required: 38**

**Project Schedule**

Following are key dates for this RFP. The City is committed to adhering to this schedule, but reserves the right to make modifications.

<b>Release RFP:</b>	<b>November 4, 2011</b>
<b>Deadline for questions:</b>	<b>4:00 p.m. November 18, 2011</b>
<b>RFP Due Date:</b>	<b>4:00 p.m. November 28, 2011</b>
<b>Evaluation of Proposals:</b>	<b>10:00 a.m. December 1, 2011</b>
<b>Recommendation to City Council:</b>	<b>December 14, 2011</b>
<b>Contract Award</b>	<b>December 15, 2011</b>

The goal of the City of Willits is to complete this work by January 31, 2012. The consultant should provide a timeline based upon the availability of equipment and necessary tasks to complete the work.

## **Proposal Contents and Submittal Requirements**

Consultants responding to this Request for Proposal are required to submit three (3) hard copies and one (1) electronic version of all requested information in PDF format on CD. Please note: Electronic submission of documents shall be in the format specified above. Scanned or photographic data may be submitted on PDF or JPG format. At a minimum the proposal shall include the following:

1. Submission of a Transmittal Letter.
2. Description of your firm, with emphasis on related work.
3. Description of related work on similar projects your firm has completed in the last three (3) years.
4. If this is a joint venture, explain in detail the responsibilities of each firm.
5. Identify the key personnel who will be assigned to this project and describe their responsibilities. Also, list recent projects on which the principal staff have worked and describe their responsibilities.
6. State the approach you will use on this project, including the following information:
  - Overall approach to the project
  - Scope of work
  - Project schedule
  - Project management
7. Include a statement that the firm has sufficient staff resources and capability to perform the work contained within this Request for Proposal.
8. Provide project references, with names and telephone numbers of contact persons.

## **Selection Criteria**

The following criteria are among those that will be used to evaluate submitted proposals:

1. **Staffing:** A high level of experience and professional competence, and a proven track record in the design and development of telephone communication systems projects.
2. **Experience:** Experience of personnel assigned to the project.
3. **Teamwork:** If a joint venture, the track records of team members' experience in working together.
4. **Proposal Quality:** The proposal should clearly demonstrate the firm's understanding of the City's overall objective to develop a long-term information technology planning strategy.
5. **Feasibility:** Ability to produce high quality documents that are user friendly and easily understood.
6. **Liaison Ability:** How the consultant team will interact with the City.
7. **Time Management:** Ability to complete the project within desired schedule.
8. **Reputation:** Review of references, reputation and experience of the bidder, including the City's previous experience with the bidder.

## **Selection Procedure**

A Consultant Selection Committee will be established to review submittals and interview firms or consulting teams with top proposals. The Committee, based on information provided, will recommend the most qualified firm or consulting team to the City Council for approval.

**Project Budget**

For the purpose of this proposal, it shall be assumed that the total budget will be based on the required equipment and tasks identified in the consultant’s proposal and scope of work. The budget must be approved by the City Staff and City Council at its discretion.

**Contract Requirements**

1. The consultant selected to perform the work will be required to enter into a standard professional services contract with the City of Willits. An example of this contract is attached hereto.
2. The City asks consultants to review the example contract and forward the Insurance Requirements section to their insurance agents, prior to submitting a proposal.
3. The City requires the firm to provide certificates of insurance as described in the contract.
4. The City also requires the firm to accept a transfer of liability, under the insurance endorsement section of the contract. The required verbiage is listed in the insurance section of the Professional Services Contract and should be referred to for the completion of the insurance forms.
5. The required minimal insurance limits are as follows:
  - Professional Error and Omission  
Minimum Limit..... \$1,000,000
  - General Liability Minimum Limit ..... \$1,000,000
  - Automobile..... \$1,000,000
6. The Consultant is responsible for sharing all insurance information with their insurance carrier in advance. The City can not stress how important this is, as some of the requirements of the City may raise your premiums. You should understand these increases and take them into consideration, when submitting your proposal. Additional compensation for increases in insurance expenses incurred will not be granted at a later date.
7. If you or your insurance agency have questions regarding the insurance documentation, you may direct those questions to:

Adrienne Moore, City Clerk  
 City of Willits  
 111 East Commercial Street  
 Willits, CA 95490  
 (707) 459-7120  
[cityclerk@willitscity.com](mailto:cityclerk@willitscity.com)

**Submittal of SEALED Proposal**

Proposals must be submitted in the following manner:

1. Proposal must be received in a sealed envelope.
2. Proposals shall be received no later than 4:00 p.m. November 28, 2011
3. Proposals shall be hand delivered or mailed to:

Joanne Cavallari, Finance Director  
City of Willits  
111 East Commercial Street  
Willits, CA 95490

4. Faxed proposals are not acceptable

**Questions:**

Questions regarding this Request for Proposal should be directed to:

Joanne Cavallari, Finance Director  
City of Willits  
111 East Commercial Street  
Willits, CA 95490  
(707) 459-7123  
[joanne@willitscity.com](mailto:joanne@willitscity.com)

When submitting questions, please use the attached Request for Information (RFI) form



**CITY OF WILLITS**

**Finance Department**

111 East Commercial Street, Willits, CA  
Voice: (707) 459-4601 • Fax: (707) 459-1562

**Request for Information**

**Project Name:** PHONE AND VOICE MAIL SYSTEM UPGRADE PROJECT

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

**Requestor's Name:** \_\_\_\_\_

**Requestor's Phone:** \_\_\_\_\_

**Request (Please clearly express your request below):**

**Page Number (if applicable):** \_\_\_\_\_

**Request sent via (check one):**

- Email
- Fax
- Phone

## CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2011, by and between the CITY OF WILLITS, a general law city ("City") and \_\_\_\_\_ ("Contractor") whose address \_\_\_\_\_.

### RECITALS

A. Contractor is specially trained, experienced and competent to perform the special services which will be required by this Contract; and

B. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Contract on the terms and conditions described herein.

C. City desires to retain Contractor to render professional services as set forth in Exhibit "A" of this Contract.

### CONTRACT

1. **SERVICES TO BE PERFORMED BY CONTRACTOR.** Contractor shall perform the services described as "Scope of Work" in Exhibit "A", which is attached hereto and incorporated herein by reference. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit "A", subject to the direction of the City through its staff that it may provide from time to time.

2. **TERM.** The services of Contractor are to commence upon execution of this Contract and shall continue until all authorized work is approved by the City. All such work shall be completed no later than \_\_\_\_\_.

3. **COMPENSATION.** Compensation to be paid to Contractor shall be in accordance with the Schedule of Charges set forth in Exhibit "A", which is attached hereto and incorporated herein by reference. In no event shall Contractor's compensation exceed \$ \_\_\_\_\_ without additional written authorization from the City. Payment by City under this Contract shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. **METHOD OF PAYMENT.** Contractor shall submit monthly billings to City describing the work performed during the preceding month. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than 30 days after approval of the monthly invoice by City staff.

5. **EXTRA WORK.** At any time during the term of this Contract, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work, which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Contract. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

6. **TERMINATION.** This Contract may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination.

7. **OWNERSHIP OF DOCUMENTS.** All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing this Contract, except working notes Contractor's internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. In the event of termination, all finished or unfinished documents, data, studies and reports prepared by Contractor under this Contract shall become the City's property; and Contractor shall deliver such documents to the City Clerk within two (2) business days from the date that this Contract is terminated.

8. **CONTRACTOR'S BOOKS AND RECORDS.**

a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Contract.

b. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Contract.

c. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Contract.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

9. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. Contractor is not an employee of City and is not entitled to any of the rights, benefits or privileges of City employees including, but not limited to, medical or Worker's

Compensation insurance. The parties intend to and have entered into a bonafide independent contract and nothing herein is a subterfuge to avoid making the Contractor an employee of the City. Contractor shall have control of the means, methods and details of performing the work and shall only be subject to the general direction and supervision of the City to insure that results contracted for are achieved per plans and specifications provided to the Contractor. Contractor expressly warrants and agrees that it will exercise its own independent judgment in evaluating the accuracy and reliability of all data, technical reports and studies prepared by the applicant for the Project, its officers, agents, employees and subcontractors or prepared by any other person or entity not a party to this contract.

**10. INTEREST OF CONTRACTOR.** Contractor (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Contract.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal contract monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

**11. PROFESSIONAL ABILITY OF CONTRACTOR.** City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into the Contract. Contractor shall therefore provide properly skilled professional and technical personnel to perform all services under this Contract. All work performed by Contractor under this Contract shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

**12. COMPLIANCE WITH LAWS.** Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

**13. LICENSES.** Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall, if required, maintain a City of Willits business license.

14. **HOLD HARMLESS.** Contractor will hold harmless the City, its agents, officers, elected officials and employees from and against any liability claims, actions, costs, damages or losses, arising from or in connection with, the performance by the Contractor or its agents, officers and employees under this agreement insofar as such performance results from Contractor's negligent, reckless, or willful act or omission. This indemnity does not include claims that arise from any negligent, reckless or willful act or omission of the City.

15. **INSURANCE REQUIREMENTS.**

a. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. **Workers' Compensation Coverage.** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. The Employer's Liability Insurance shall be maintained in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury or disease. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City.

ii. **General Liability Coverage.** Contractor shall maintain commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

iii. **Automobile Liability Coverage.** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. **Professional Liability Coverage.** Contractor shall maintain professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Contract, whether such operations be by the Contractor or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than One Million Dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability, automobile liability, and Workers' Compensation insurance policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. The endorsement shall be on forms provided by the City or on other forms which conform to all City requirements. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Contract. Current certification of insurance shall be kept on file with the City at all times during the term of this Contract.

16. NOTICES. Any notice required to be given under this Contract shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:

City of Willits

If to Contractor:

17. **ENTIRE CONTRACT.** This Contract constitutes the complete and exclusive statement of Contract between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

18. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

19. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to City for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between City and subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

20. **WAIVER.** Waiver of a breach or default under this Contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Contract.

21. **SEVERABILITY.** If any term or portion of this Contract is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

22. **CONTROLLING LAW VENUE.** This Contract and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mendocino.

23. **LITIGATION EXPENSES AND ATTORNEY'S FEES.** If either party to this Contract commences any legal action against the other party arising out of this Contract, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

24. **MEDIATION.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Contract through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified

mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. **EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

26. **AUTHORITY TO ENTER CONTRACT.** Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Contract. Each party warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and to bind each respective party.

27. **PROHIBITED INTERESTS.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

28. **EQUAL OPPORTUNITY EMPLOYMENT.** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading demotion, transfer, recruitment or recruitment advertising, layoff or termination.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date first written above.

CITY OF WILLITS:

CONTRACTOR:

\_\_\_\_\_  
Paul Cayler, City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

Business License # \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

---

H. James Lance, City Attorney

---

Adrienne Moore, City Clerk

Attachments:      Exhibit A - Scope of Services  
                         Exhibit B - Schedule of Charges  
                         Exhibit C - Insurance Certificates and Endorsements  
                         Exhibit D - Certificate of Exemption from Workers'  
                         Compensation Insurance (if applicable)  
                         Exhibit E - IRS W-9 Reporting Form

EXAMPLE