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# **REQUEST FOR PROPOSALS**

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**FOR**

**Security Services for the Hub Cities Consortium**

**Proposals must be received no later than 3:00 p.m. Pacific  
Daylight Time (PDT) Wednesday October 1, 2008**

***ABSOLUTELY NO EXCEPTIONS***

**Hub Cities Consortium  
2677 Zoe Avenue, 2<sup>nd</sup> Floor  
Huntington Park, CA 90255  
(323) 586-4700**

An Equal Opportunity Employer  
Program Auxiliary Aids and Services are Available  
For Individuals with Disabilities Upon Request

## HUB CITIES CONSORTIUM

The Hub Cities Consortium is a public **entity** which serves as the region's workforce broker, creating workforce solutions for employers, and employment and training solutions for individuals.

**Our Mission:** Hub Cities Career Center (HCCC) will Advance the economic well being of the region and develop a world-class workforce by providing universal access to information and resources for job seekers, businesses, and the community at large; by serving as the access point to workforce system services; by empowering job seekers to achieve self-sufficiency; and by working with the business community to meet their current and future needs.

The Hub Cities Consortium is a comprehensive system of training, placement and career planning for job seekers throughout Los Angeles. We also offer an array of business services, such as human resources and consulting services, labor market, and economic development resources.

Businesses look to us for qualified employees, for expertise in job training and supportive services and for leadership to mobilize public and private organizations to address workforce needs. Our partners and training providers share our desire to work jointly in preparing Los Angeles current and future workforce by integrating academic, vocational and social services with job training.

The Hub Cities Consortium is a one-stop solution with an array of services to employers and businesses. We work with economic development organizations and government agencies to provide everything from information on tax incentives, labor trends and salaries to recruitment and referrals of qualified and pre-screened candidates, as well as assistance with downsizing or closures. Since the needs of companies in flux can vary, we strive to be highly flexible and creative in meeting business needs. We offer a variety of services, including:

- Up-to-date Labor Market Information assessing local training needs and labor trends in Los Angeles's job market, including wage and salary information
- Rapid Response Teams providing career-transition assistance to businesses experiencing a reduction in workforce
- Training Programs and Curriculum Development customized for businesses by linking employers to educational institutions, and other resources
- Specialized recruitment and referrals of qualified, pre-screened candidates for job openings, in partnership with the Los Angeles Career Center Network
- Collaboration with economic development organizations and governmental agencies in addressing the labor needs of expanding and/or relocating companies
- Assistance to eligible companies applying for tax incentives, tax credits and On-The-Job and new hire training funds

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**HUB CITIES CONSORTIUM  
SECURITY SERVICES  
REQUEST FOR PROPOSAL**

**1.0 INTRODUCTION**

Through this Request for Proposals (RFP), the Hub Cities Consortium is soliciting proposals from highly qualified and experienced vendors who are interested in providing cost-effective and quality security patrol services. The contract will include two unarmed patrol/security guards to be stationed on site at the Hub Cities Career Center building, located at 2677 Zoe Avenue, Huntington Park, California and its adjacent parking structure. The security guards would be stationed on site during the Career Center's business hours, which are approximately 7:30/8:00AM to 5:00/5:30PM, Monday through Friday, for approximately 9.5 to 10 hours per day, and some weekends. The security guards would be responsible for continuously (1) patrolling the building perimeter, all of the second floor, the Resource Center on the first floor of the building, and the second and third floors of the adjacent parking structure for unauthorized activities, vandalism, loitering, etc., and (2) assuring the building and parking structure remain safe and secure. Further, the security guards would also be responsible for ensuring that all common doors on the first and second floors of the Career Center are secured and alarms are set after the Hub Cities Consortium's staff leaves at the close of business, and/or after any Hub Cities Consortium-sponsored evening on site community event. In summary, we are looking for a security company that is willing to take on the responsibility of keeping the Hub Cities Career Center building and its adjacent parking structure secure and safe during business hours. The contract period shall be ten (10) months (September 2008 – June 2009) with two (2) twelve (12) month options for the Hub Cities Consortium to renew.

**Proposals in response to this RFP must be received by Hub Cities Consortium no later than 3:00 p.m. Pacific Daylight Time (PDT) on Wednesday, October 1, 2008. Proposals received on or after 3:01 p.m. October 1, 2008 will not be considered.**

Hub Cities Consortium is committed to equal opportunity in its procurement and contracting process.

**RFP TIMELINE**

<b><u>ACTIVITY</u></b>	<b><u>DATE</u></b>
RFP Issuance	September 3, 2008
Mandatory Bidder's Conference	September 17, 2008, 11:00 AM – 1:00 PM Hub Cities Consortium 2677 Zoe Ave, 2 <sup>nd</sup> floor Huntington Park CA, 90255
Proposals Due	No Later Than 3:00 P.M., Pacific Daylight Time, on Wednesday, October 1, 2008
Proposal Evaluation	October 2 - 7, 2008
Hub Cities Consortium Board approval of designated provider and contract award.	October 2008
Contract Start Date.	November 1, 2008

**2.0 GENERAL REQUIREMENTS**

The following is an outline of requirements for the security patrol service needs of the Hub Cities Consortium:

**2.1 Equipment and Supplies**

The successful proposer will be required to provide all equipment necessary to perform security patrol services. A list of all equipment required to be stored on site at the Career Center by each proposer shall be included in the proposal responses.

**2.2 Service**

Security patrol services shall include two unarmed guards to patrol the Career Center building exterior and the second and third floors of the adjacent parking structure. Patrol service hours will range from 7:30 a.m. until 5:30 p.m. Monday – Friday, and possibly some weekends. Refer back to Section 1.0 (Introduction), for the scope of security guard patrol services. Attachment A details the layout of the site to be patrolled and interior floor plans of the Career Center.

### **2.3 Quality Control and Management**

The proposer shall provide a detailed explanation and layout of their quality control process. This should include the communication process that will be used between management and its security personnel, as well as between management and the Hub Cities Consortium staff. Also included in this explanation should be the process in which the proposer will monitor its security personnel's activities to ensure that the two security guards are in fact monitoring the building site and the adjacent parking structure on a continuously rotating basis. Copies of all relevant quality control communications, employee training, and/or inspection reports shall be included with submitted proposals.

### **2.4 Pricing**

The proposer shall provide detailed pricing outlining the hourly rate of each security guard for a 97.5 work hour week. The pricing shall include the costs per week, month, and year.

### **2.5 Timeline**

Security patrol services shall commence November 1, 2008 and shall continue through June 30, 2008. Should the Hub Cities Consortium choose to exercise one or both of the twelve (12) month contract extension options, the Hub Cities Consortium shall provide the successful proposer with 60 days' written notice prior to the end of the previous annual contract of its intent to exercise such option(s).

### **2.6 Insurance/Safety**

The successful proposer shall be required to comply with the Hub Cities Consortium's insurance standards prior to the beginning of and during the duration of the security patrol services. Pursuant to the Hub Cities Consortium's insurance standards, the successful proposer shall procure Workers' Compensation insurance complying with California's workers' compensation laws, including statutory limits for workers' compensation and Employer's Liability limit of \$1,000,00 per accident or disease. The successful proposer shall, at its own cost, procure commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate (or broader). The liability insurance policy required to be provided by the successful proposer shall contain or be endorsed to contain the following provisions: (1) The Hub Cities Consortium, its employees, officials, agents, and volunteers shall be covered as additional insureds; (2) Liability coverage shall be primary and non-contributing with any insurance maintained by the Hub Cities Consortium; (3) Evidence of coverage (including workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Hub Cities Consortium; (4) No liability insurance coverage provided shall prohibit the successful proposer, or the successful proposer's employees or agents from waiving the right of recovery prior to a loss. The successful proposer shall waive its right of recovery against loss. Copies of proposers' Workers Compensation insurance, liability insurance, and bonding must be provided in the proposal. Any other certificates or certifications that proposers may deem as

important or unique to their security guard selection and training may also be provided in the proposal response.

### **3.0 RFP SCHEDULE AND PROPOSAL SUBMITTAL**

#### **3.1 RFP Schedule**

Between September 3, 2008 and September 17, 2008, submittal packages containing the RFP will be available for pick-up at:

Hub Cities Consortium  
2677 Zoe Ave, 2<sup>nd</sup> floor  
Huntington Park CA, 90255  
Contact: Hugo Perez 323-586-4714  
Email: [hperez@hubcities.org](mailto:hperez@hubcities.org)

The RFP will also be available for download from the Hub Cities Consortium's Web site at [www.hubcities.org](http://www.hubcities.org).

#### **3.2 Proposal Submittal**

For consideration, proposer must submit a comprehensive response to this RFP that meets the minimum requirements included in this RFP and its corresponding attachments. In order to evaluate all proposals on an equal and timely basis, all proposers shall respond to this RFP exactly as outlined in Section 4.0 (Proposal Format/Questionnaire) below. Any supporting information or documentation shall be clearly identified and included in a section entitled, "Documentation-Vendor Information." Proposer must submit a signed, original proposal and four (4) copies of the proposal, including all supporting documents. If the original and the four (4) copies of the proposal are not received, or if the original does not contain a signature, the proposer will not be considered for the proposed services.

**The written proposals must be received on or before 3:00 p.m. Pacific Daylight Time (PDT) on Wednesday, October 1, 2008 at:**

Hub Cities Consortium  
Attn: Hugo Perez  
2677 Zoe Ave, 2<sup>nd</sup> floor  
Huntington Park CA, 90255

Responses received after the above deadline will be returned unopened. To verify official receipt, Hub Cities Consortium staff at the above location will date stamp proposals and provide vendor with a signed receipt acknowledgment. Receipt of vendor proposal will not be acknowledged in the absence of a receipt acknowledgment form.

#### **3.3 Bidder Assistance**

A mandatory Bidders' Conference will be held on **Wednesday, September 17, 2008** from 11:00 a.m. to 1:00 p.m., at the Hub Cities Consortium, 2677 Zoe Avenue, 2<sup>nd</sup> Floor, Huntington Park, California, 90255. Administrative questions and technical questions about the scope of work will be answered at the Bidders' Conference. A walkthrough of the building and parking garage will also take place at that time.

To ensure a fair and objective evaluation, answers to questions from the Bidders' Conference, and to questions submitted in writing to the address or email address below, will be provided in writing to all known recipients of this RFP and posted on the Hub Cities Consortium's Web site.

Hub Cities Consortium  
2677 Zoe Ave, 2<sup>nd</sup> floor  
Huntington Park CA, 90255  
Attention: Hugo Perez  
Email: [hperez@hubcities.org](mailto:hperez@hubcities.org)

Questions that arise after the Bidders' Conference must be submitted in writing to the Hub Cities Consortium, attention Hugo Perez (see contact information above), by **Thursday, September 25, 2008**. Written responses to all questions received by the Hub Cities Consortium will be provided to all known recipients of this RFP, and posted on the Hub Cities Consortium's Web site by **Monday, September 29, 2008**. **Bidders are warned that no other individuals are to be contacted in this regard as no other source of responses or clarifications are considered valid.**

**If you have downloaded this RFP from the Hub Cities Consortium's Web site, please contact Hugo Perez at 323-586-4714, or [hperez@hubcities.org](mailto:hperez@hubcities.org), to ensure that your name is on the list of bidders known to have received this RFP. Addenda to the RFP will be posted on the Hub Cities Consortium's Web site [www.hubcities.org](http://www.hubcities.org).**

### **3.4 Addenda to this Request For Proposals**

The Hub Cities Consortium reserves the right to make changes in the RFP as it may deem appropriate. At the discretion of the Hub Cities Consortium, if it becomes necessary to revise any portion of this RFP, an addendum will be provided to all vendors known to have received this RFP. Proposers should contact Hugo Perez if they have any questions. Any written clarification will become an addendum of the RFP.

### **3.5 Ex-Parte Communication**

It is the policy of the Hub Cities Consortium to prohibit ex-parte communication with any Hub Cities Consortium board member or other persons serving as an evaluator during the RFP process. Proposers directly contacting a board member or an evaluator risk elimination of their proposals from further consideration. The Executive Director of the Hub Cities Consortium will distribute any written communication received by a board member or an evaluator from any proposer to all board members and evaluators.

### **3.6 Right to Modify/Cancel**

The Hub Cities Consortium reserves the right to cancel all or any part of this RFP at any time without prior notice. The Hub Cities Consortium also reserves the right to modify the proposal process and timeline as is deemed necessary.

### **3.7 Vendor Responsibility for Proposal Costs**

The proposer shall be fully responsible for all proposal development and submission costs. The Hub Cities Consortium assumes no contractual or financial obligation as a result of the issuance of this RFP, the preparation and submission of a proposal, the evaluation of an accepted proposal, or the selection of finalists.

### **3.8 Proposal Acceptance/Rejection**

The Hub Cities Consortium reserves the right to reject any or all proposals, to accept or reject any or all the items in the proposal and to award the contract in whole or in part if it is deemed to be in the best interest of the Hub Cities Consortium.

### **3.9 Contract Award**

The Hub Cities Consortium reserves the right to contract with any single, firm, joint venture, or associated entity or person responding to this RFP based solely upon its judgment of evaluation criteria specified herein. The Hub Cities Consortium reserves the right to modify the proposal based on negotiations with the successful proposer.

The successful proposer is to be designated and awarded a contract at the meeting of the Hub Cities Consortium Board on **Thursday, October 16, 2008**. This is a public forum held at 2677 Zoe Avenue, 2<sup>nd</sup> Floor, Huntington Park, California, 90255. (See Attachment B, Standard Terms and Conditions for Contracts.) These target dates are subject to revision.

## **4.0 PROPOSAL FORMAT/QUESTIONNAIRE**

Proposers are required to respond to the questions and information requested in the order listed in this section so that the Hub Cities Consortium may evaluate all proposals on an equal and timely basis. All supplemental documentation shall be attached to the proposal in a section entitled, "Documentation-Vendor Information."

#### **4.1 Vendor Required Information**

- a. General Information – List the name, address, fax number, phone number, e-mail address, name and title of the vendor's authorized negotiator.
- b. A description of the company, including the following:
  - A brief company history
  - An organizational chart
  - An audited financial statement (or comparable financial information: Profit and Loss statement, tax return, etc.) for the last two (2) years of operation
  - A copy of the business license
  - The total number of employees and the number of employees in Los Angeles County
  - The names, positions, and responsibilities of personnel that may be involved with the Hub Cities Consortium's account. The address and telephone number of the office that will be serving this account.
  - The names and addresses of all subcontractors (if any) that will be utilized on this account and the services that the subcontractors will provide.
- c. References – The proposal must include a list of a minimum of two accounts that are similar in size and scope to The Hub Cities Consortium. Public sector accounts should be given priority as references. The list must include each reference's name, address, contact person and a description of the services provided.
- d. Contract Consideration/Litigation Warranty – The Hub Cities Consortium will negotiate a service agreement with the successful proposer. The vendor, by proposing, warrants that it is not currently involved in litigation or arbitration concerning the materials or vendor's performance concerning the same or similar material and that no judgments or awards have been made against the vendor on the basis of the vendor's performance in supplying or installing the same or similar materials, unless such fact is disclosed to the Hub Cities Consortium in the proposal. Disclosure will not automatically disqualify the vendor. The Hub Cities Consortium reserves the right to evaluate proposals on the basis of the facts surrounding such litigation or arbitration.
- e. Local Service Facilities - Describe proposer's main office and other local service facilities (if any) and proposer's ability to timely serve the needs of the Hub Cities Consortium.
- f. Customer Service - Describe how proposer's service is customer-focused in order to provide a timely response to customer concerns, as well as provide feedback as needed to ensure satisfactory results.

- g. Quality Control Services – Describe proposer’s quality control process, including the communication process that will be utilized between management and personnel and management and the Hub Cities Consortium, and the way in which proposer will monitor its personnel’s activities for compliance with the security patrol services rendered. Attach copies of all relevant quality control communications, employee training, and/or inspection reports.
- h. Equipment – List all security equipment the proposer would require to be stored on site at the Career Center.

#### **4.2 Pricing Information**

All proposals must include a pricing structure layout, as outlined in Section 2.4 (Pricing) above. The hourly rate should include all costs associated with patrolling operations. These costs should be broken out by week, month, and year. This will provide us with a fair “apples to apples” comparison of goods proposed by each participating vendor. The quoted pricing information will be an important factor in the determination of the successful proposal.

#### **4.3 Insurance**

All proposals must include evidence of proposer’s Worker’s Compensation insurance, liability insurance, and bonding as detailed in Section 2.6 above.

### **5.0 PROPOSAL QUALIFICATIONS AND EVALUATION CRITERIA**

#### **5.1 Qualification Requirements**

Any qualified company, firm or corporation licensed to conduct business in the state of California and whose employees are licensed and trained as required by the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services; that can provide service in accordance with the specifications stated in this RFP; and is qualified to submit a proposal.

#### **5.2 Proposal Evaluation Criteria**

The Hub Cities Consortium will initially review all proposals for completeness and compliance with the terms and conditions of the RFP. Proposals clearly inconsistent with

the RFP requirements will be eliminated from further consideration. Proposals that pass the completeness and compliance review will be evaluated against the criteria outlined as follows:

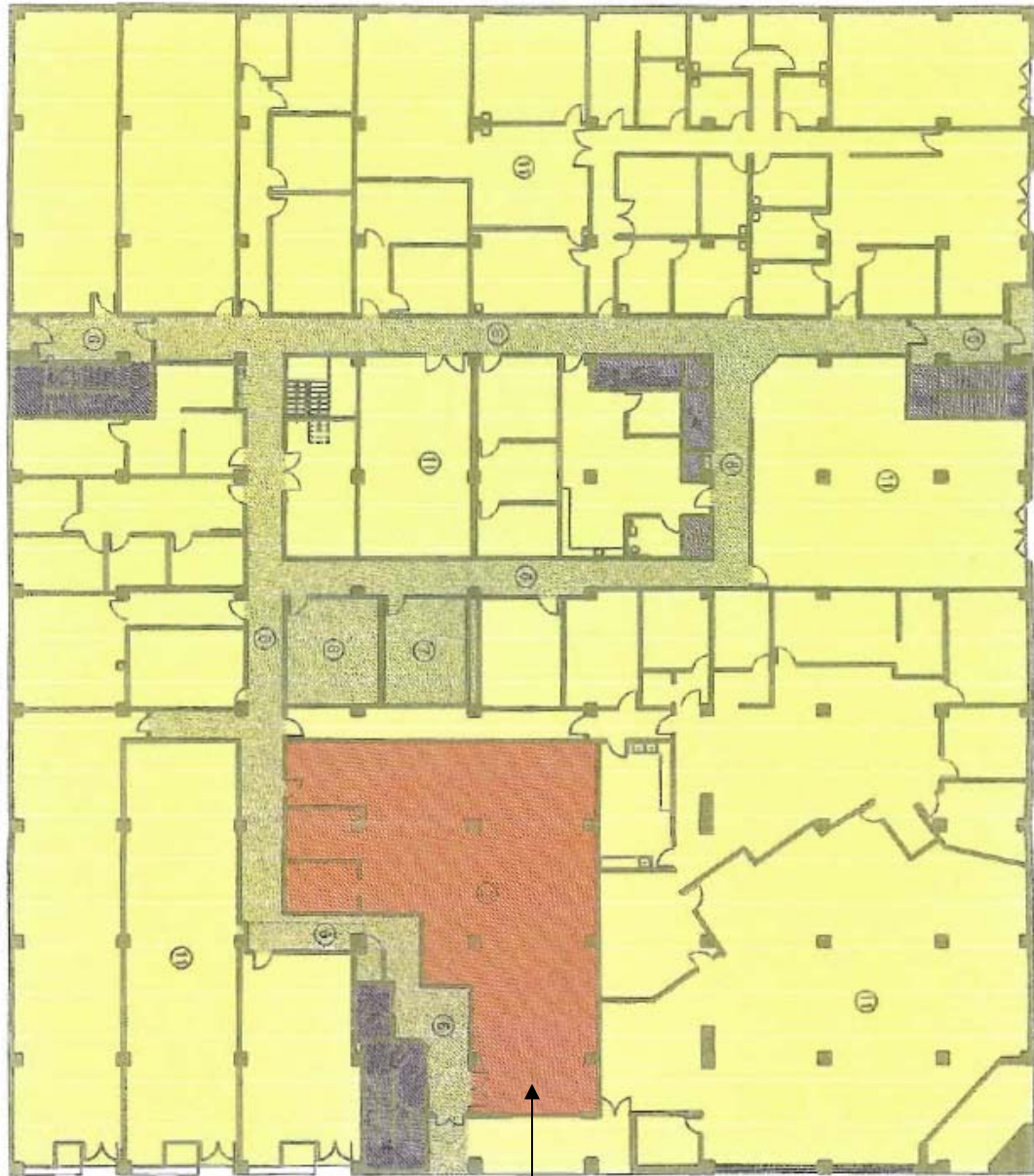
Pricing	100 points
Vendor Experience/Qualifications	50 points
Quality control and Management	100 points
On site security equipment supplies	<u>50 points</u>
<b>Total</b>	<b>300 points</b>

**5.3 Selection**

The evaluation team will select as the successful proposer the vendor(s) whose proposal is determined to best meet the needs of the Hub Cities Consortium, based on the stated evaluation criteria. The determination of the successful proposal will be based upon information supplied by the proposer in response to this RFP and upon other information that will be obtained by the evaluation team as is deemed necessary. The lowest-cost vendor may not be determined to be the most responsive bidder when all factors of evaluation of the proposal have been considered. However, the quoted pricing information will be an important factor in the determination of the successful proposal.

Based upon a recommendation from the proposal evaluation team, the Hub Cities Consortium’s Board of Directors will award a contract. The RFP does not commit the Hub Cities Consortium to award a contract.

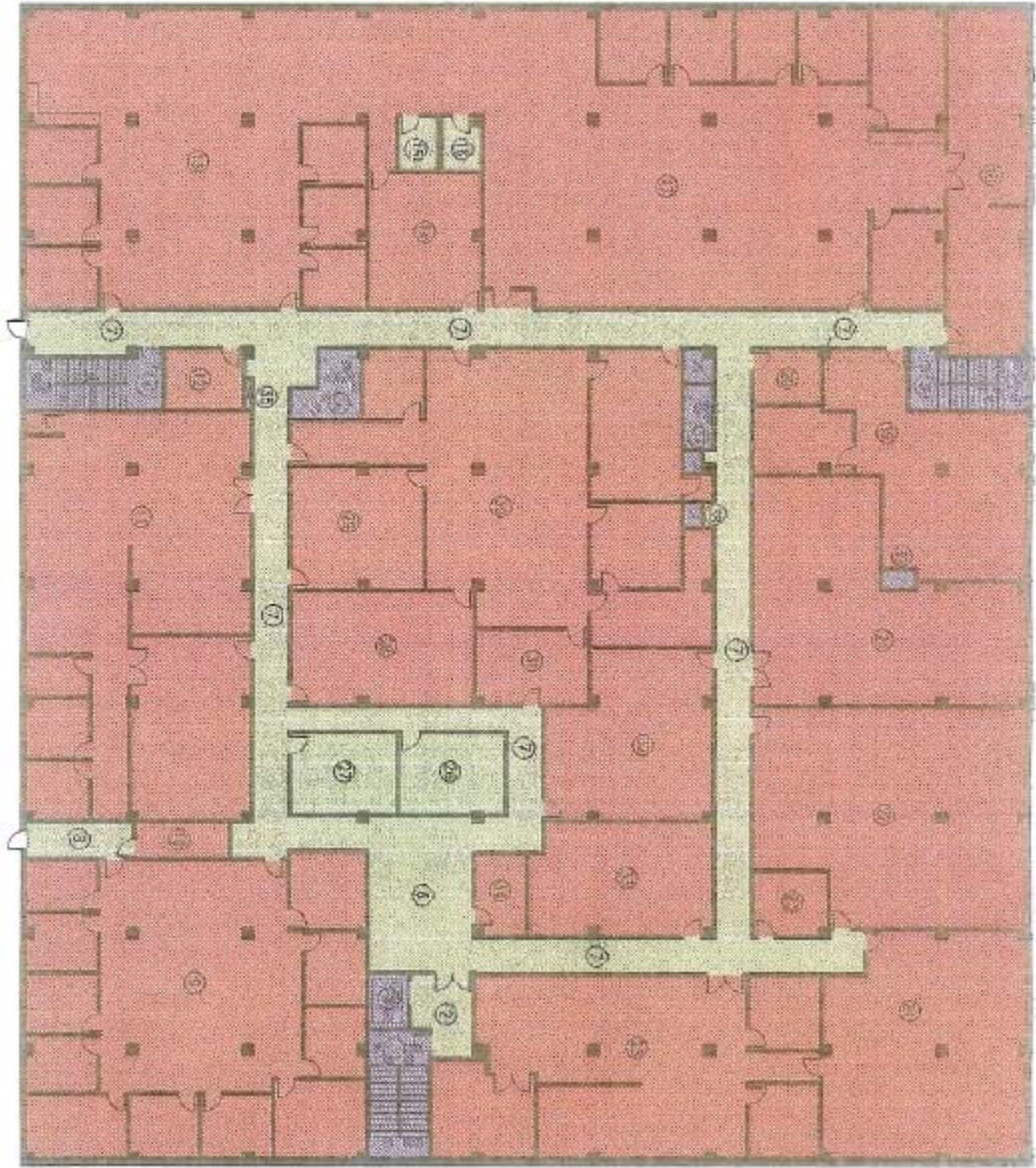
# ATTACHMENT A



FIRST FLOOR  
NOT TO SCALE

Rentable Area Report for: 2877 Zoe Ave. Huntington Park, Ca. 90255

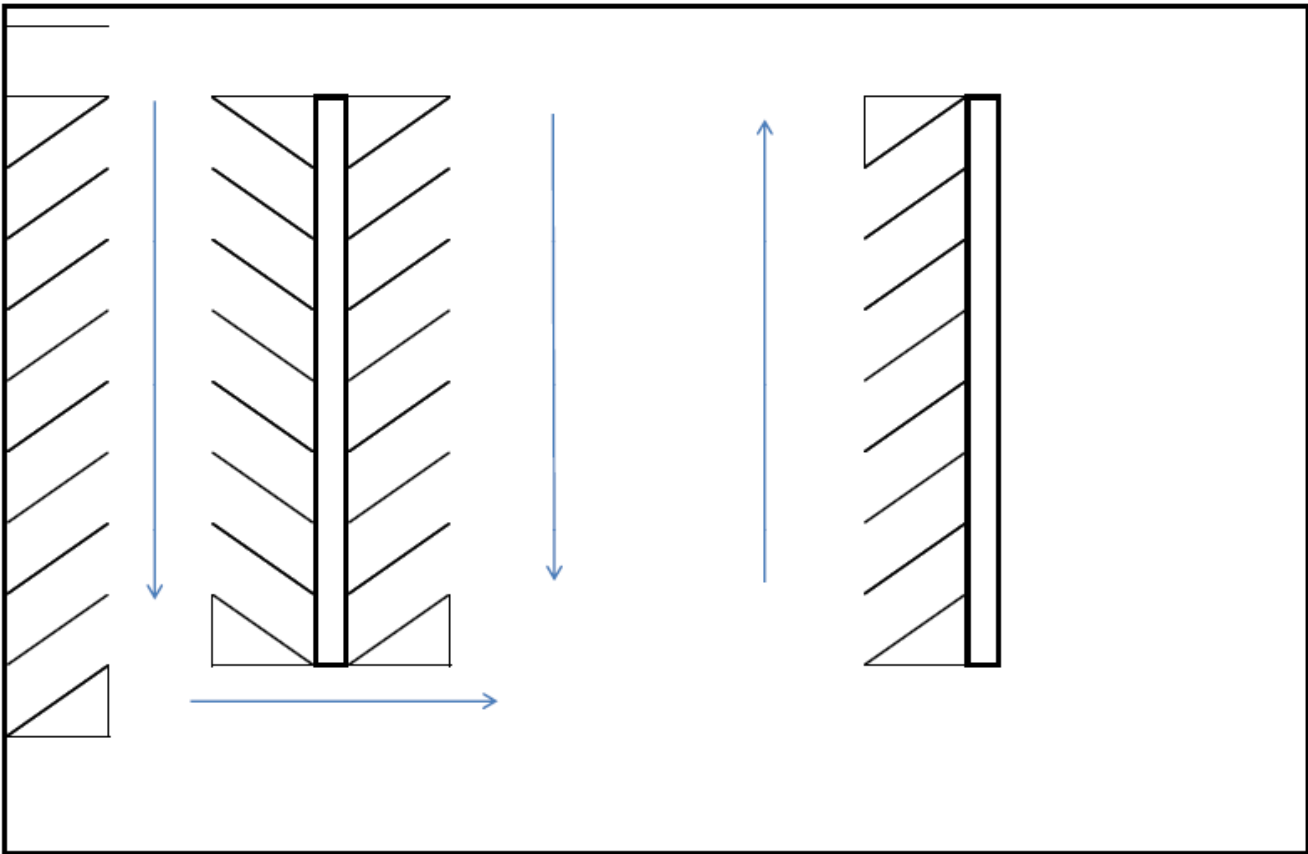
*Resource Center ONLY*



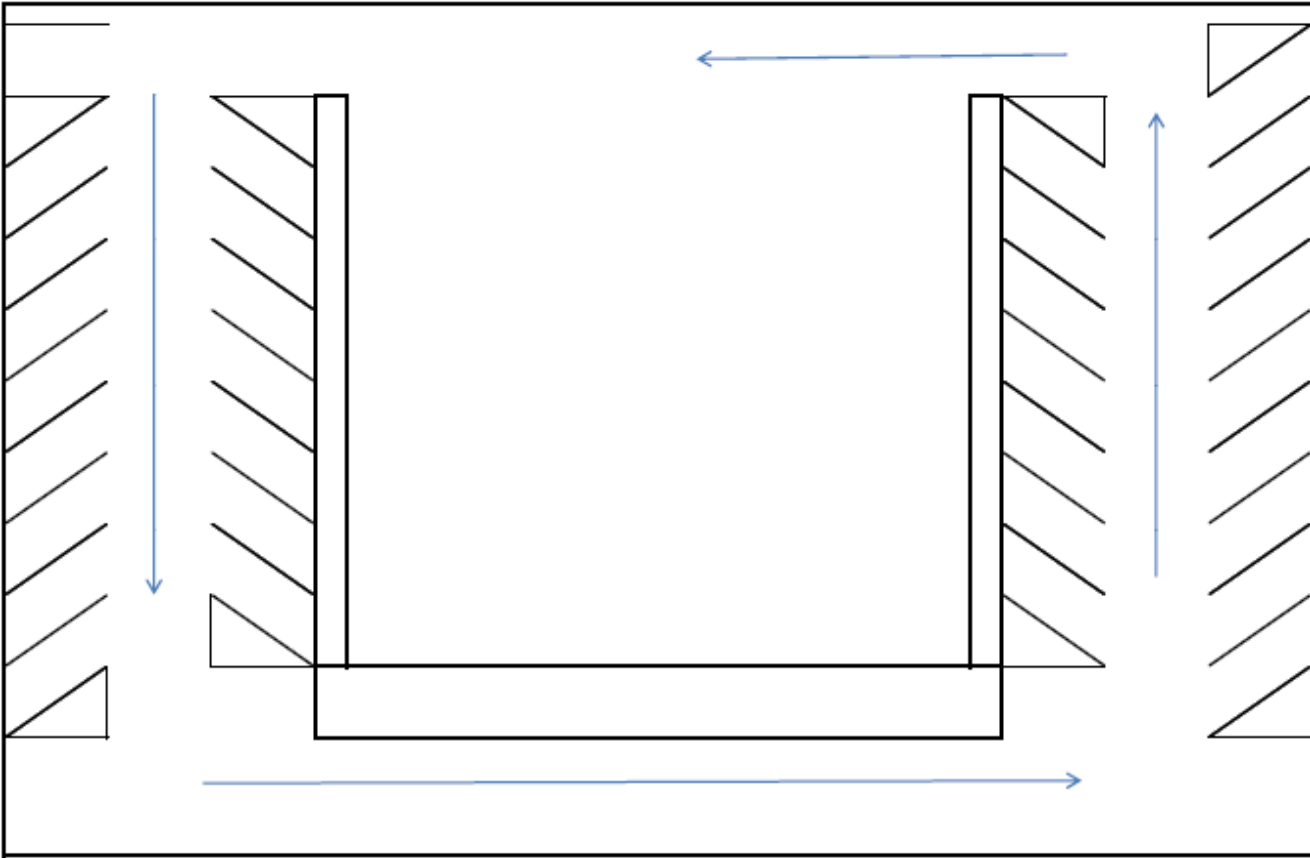
**SECOND FLOOR**  
NOT TO SCALE

Rentable Area Report for: 2877 Zoe Ave. Huntington Park, Ca. 90255

Hub Cities Parking lot  
2nd Floor



Hub Cities Parking lot  
3rd Floor



## **ATTACHMENT B**

### **HUB CITIES CONSORTIUM STANDARD TERMS AND CONDITIONS FOR CONTRACTS**

The following are the standard terms and conditions used by the Hub Cities Consortium in its contracts, and will form the basis for contract negotiation with the contractor. **Please indicate exceptions that your company is taking to these terms and conditions, if any.**

#### **STATUS OF CONTRACTOR**

This contract calls for the performance of the services of the contractor as an independent contractor. Contractor will not be considered an employee of the Hub Cities Consortium for any purpose.

#### **OWNERSHIP OF MATERIALS AND DOCUMENTS**

Excepting such items that are specifically identified by the contractor as proprietary trade secrets, any and all data, databases, tables, reports, and other materials prepared by the contractor shall be the property of the Hub Cities Consortium from the moment of their preparation. The contractor shall deliver such materials and documents to the Hub Cities Consortium whenever requested to do so by the Hub Cities Consortium. However, the contractor shall have the right to make duplicate copies of such materials and the Hub Cities Consortium may authorize documents for its own file, or for other purposes as in writing.

#### **NON-DISCLOSURE**

The data, databases, tables, reports, and other materials prepared or acquired by the contractor pursuant to this contract (including any duplicate copies kept by the contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Hub Cities Consortium. The contractor shall not disclose to any other public or private person or entity either directly or indirectly any information regarding the activities of the Hub Cities Consortium except as authorized by the Hub Cities Consortium.

#### **INDEMNIFICATION**

Contractor agrees to indemnify, hold harmless and defend Hub Cities, and its Board of Directors, and every officer, employee and agent of Hub Cities, from any claim, liability or financial loss (including without limitations, attorneys fees and costs) arising from any intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of Contractor or any person employed by Contractor in the performance of this Agreement.

#### **CORRECTION OF WORK**

The performance of services by the contractor shall not relieve the contractor from any obligation to correct incomplete, inaccurate, or defective work at no further cost to the Hub Cities Consortium, when such inaccuracies are due to the negligence of the contractor, provided such work has not been accepted in writing by an authorized representative of the Hub Cities Consortium.

#### **STANDARD OF PERFORMANCE**

Contractor shall perform all services under this contract in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to the Hub Cities Consortium. Contractor shall comply with all applicable local, state and federal laws applicable to its services under this Agreement including all licensing and training requirements under the laws of the State of California.

### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- a. Contractor shall comply with the Hub Cities Consortium's Equal Opportunity Program for all work to be performed by the contractor for the Hub Cities Consortium.
- b. Contractor and each subcontractor, if any, shall fully comply with and shall submit a Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted.
- c. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in termination of this contract and debarment from participating on the Hub Cities Consortium contracts for a period of not less than one (1) year.

### **SUBCONTRACTING**

No service covered by this contract shall be subcontracted without the prior written consent of the Hub Cities Consortium.

In order to obtain consent, contractor shall submit a list of all potential subcontractors, and a description of the work to be performed by each subcontractor to the Hub Cities Consortium. The subcontractor list shall become a part of this contract upon its submission by contractor. No changes to this subcontractor list will be allowed without prior written approval from the Hub Cities Consortium.

### **ASSIGNABILITY**

The contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Hub Cities Consortium.

### **CHANGES**

The Hub Cities Consortium may, from time to time, request changes in the Scope of Services of the contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the contractor's compensation, which are mutually agreed upon by and between the Hub Cities Consortium and the contractor, shall be incorporated into this contract.

### **TERMINATION**

Termination by Right: Either party may terminate the contract for any reason without penalty or obligation on thirty (30) calendar days' written notice to the other party. Contractor shall be paid for services satisfactorily rendered to the last working day the contract is in effect. Neither party shall have any other claim against the other party by reason of such termination. Should any work or service not be completed as of the date of termination, then the contract may be extended upon written approval of the parties until said work or services are completed and accepted.

Termination for Convenience: The Hub Cities Consortium may terminate the contract for its convenience, effective immediately, upon written notice to the contractor. In the event that the contract is terminated or canceled upon request and for the convenience of the Hub Cities Consortium, the Hub Cities Consortium shall pay the contractor the amounts due and payable to the effective date of such termination, together with all charges and disbursements reasonable and properly incurred with respect to or as a result of the said termination. Reasonable efforts will be made by the contractor to minimize all cost incurred.

Termination for Cause: Either party may terminate this contract for cause, effective immediately, upon written notice to the other party. For purposes of this contract, "cause" shall include, but not be limited to, a material breach of the provisions of this agreement. Contractor shall be paid for services satisfactorily rendered to the last working day the contract is in effect. Neither party shall have any other claim against the other party for reason of such termination.

Termination Due to Unavailability of Funds: When funds are not appropriated or otherwise made available by or to the Hub Cities Consortium to support continuation of performance, the contract shall be canceled, effective immediately, upon written notice to contractor and contractor shall be reimbursed for the reasonable value of any nonrecurring cost incurred, but not amortized, in the price of the supplies for services delivered under the contract.

## **MEDIATION/ARBITRATION**

In the event of any dispute arising out of or relating to this contract, or the breach thereof, the parties agree first to try in good faith to settle the dispute through mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration.

Thereafter, any remaining unresolved controversy or claim arising out of or relating to this contract, or breach hereof, may be settled by arbitration in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## **ATTORNEYS' FEES AND COSTS**

If any legal action or any arbitration or other proceeding is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this contract, the prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

## **ENTIRE AGREEMENT**

This contract represents the sole and entire agreement between the Hub Cities Consortium and contractor and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this contract shall be binding unless in writing and signed by a duly authorized representative of both the Hub Cities Consortium and the contractor.

### **PARTIAL INVALIDITY**

If any term, covenant, condition or provision of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

### **CONTRACT GOVERNED BY LAW OF STATE OF CALIFORNIA**

This contract and its performance and all suits and special proceedings under this contract shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

### **DRUG-FREE WORKPLACE**

Contractor shall certify to the Hub Cities Consortium that it will provide a drug-free workplace and do each of the following:

- a. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I - V of section 202 of the Controlled Substances Act (22 U.S.C., § 812) is prohibited in contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.
- b. Establish a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.

Contractor shall post the statement required in provision (a) in a prominent place at contractor's main office and at any job site large enough to necessitate an on-site office.

### **DEBARMENT**

In submitting a proposal to this RFP, the respondents certify, to the best of their knowledge, that they and their principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency.