

Request for Proposals
for
Crossing Guard Services
for
Various Locations
in
Marin County

By the
Transportation Authority of Marin (TAM)

RESPONSES DUE:

3:00 PM, Thursday, June 15, 2009
Transportation Authority of Marin (TAM)
750 Lindero Street, Suite 200
San Rafael, CA 94901

**Request for Proposals
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TABLE OF CONTENTS

1. Introduction
2. Services to be provided
3. School Calendar
4. RFP Submittal Requirements
5. Selection of Contractor
6. Selection Process Dates
7. Appendix A – List of Crossing Guard Locations for 2008 – 2009.
7. Appendix B – Sample Agreement

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SECTION 1 — INTRODUCTION

The Transportation Authority of Marin (TAM) serves as the Sales Tax Agency and Congestion Management Agency for Marin County and is responsible for delivering the Measure A Program and for programming State and Federal funding for transportation projects within the County. The Marin County Sales Tax Expenditure Plan stipulates four strategies to implement Measure A, one of which addresses the growing need to provide safer access to schools. As a sub-strategy to eliminate major barriers to using alternative modes to schools, the Transportation Authority of Marin (TAM) Crossing Guard program was developed to provide trained crossing guards for critical intersections throughout Marin County.

As the agency responsible for the implementation and accountability of the program, TAM has provided oversight during implementation of the current contract that utilized trained crossing guards under contract with a professional company that specializes in crossing guard programs. It is the intent of TAM to continue this service. This Request for Proposals (RFP) stipulates the program's scope of services and proposal process.

SECTION 2 — SERVICES TO BE PROVIDED

Under contract to TAM, the selected contractor will:

1. Provide capable and reliable personnel to fill the crossing guard requirements of TAM; and
2. Provide a single staff member to manage the Crossing Guard program for TAM. This person will also act as the single point of contact with TAM for administration of all contractual and operational issues.

Recruiting and Employee Screening

The contractor shall have a recruiting plan that will assure a fully qualified crossing guard to be available for each crossing guard location designated by TAM. All applicants for crossing guard positions will be prescreened to determine qualifications and suitability for employment, including a

**Request for Proposals
Crossing Guard Services**

**Transportation Authority of Marin
June 15, 2009**

criminal background check. Crossing guards must meet minimum standards as follows:

1. Be a minimum of 18 years old;
2. Not have any felony convictions or misdemeanor convictions involving crimes against children;
3. Have the ability to communicate clearly and concisely with motorists and pedestrians; and
4. Demonstrate the following abilities and characteristics:
 - a) Good physical condition, including sight and hearing;
 - b) Neat appearance;
 - c) Sense of responsibility for the safety of children;
 - d) Good verbal communication skills; and
 - e) Familiarity with traffic rules and regulations.

Contractor staff who meet the above minimum standards will be fingerprinted, at contractor expense, at the Sheriff's Department for a criminal background examination. TAM has the absolute right at its sole discretion and judgment to reject the persons proposed by Contractor to have face-to-face personal contacts with school children in the execution of this contract. The Contractor must provide the agreed number of crossing guards (with approved background checks) no later than five days prior to commencement of the program.

Training

The contractor shall provide orientation and fully train each crossing guard before he/she is assigned to any crossing guard duties. Orientation procedures and training standards shall be approved by TAM and should include (but not be limited to) instruction on holding the crossing guard stop sign, wearing the required crossing guard safety vest, and properly reporting to the local Police Department any violations by motorists for failure to stop as instructed by crossing guards.

Management and Reporting

The contractor shall provide a staff member to supervise the Crossing Guard program for TAM. The supervisor must have a minimum of a high school education and a valid California driver's license. The supervisor shall be available at all times when crossing guards are on duty: 1) to see that guard activities are taking place at required locations and times; 2) to respond to problems and/or complaints; and 3) to return phone calls to TAM within 30 minutes. The supervisor shall have a vehicle to travel to work sites and visit each school site at least once a month.

The supervisor shall assign schedules, monitor and supervise crossing guards when necessary. Each crossing guard hired will be able to contact that supervisor in the event he/she cannot report for his/her assignment. The supervisor will then ensure, when a crossing guard is unable to report to his/her

**Request for Proposals
Crossing Guard Services**

**Transportation Authority of Marin
June 15, 2009**

assigned location, that a substitute crossing guard will be supplied for the designated location at the times required under this contract.

The contractor shall establish quarterly contact with a TAM representative for quality assurance of the program.

Clothing and Equipment

The contractor shall supply all necessary equipment, including signs, traffic vests, whistles and raincoats.

Locations and Hours

The contractor shall be responsible for ensuring that crossing guard services are provided at the designated locations and at the designated hours on all days in which the designated schools in Marin County are in session. This may include summer school. TAM will notify the crossing guard contractor in advance for summer school time and locations. The contractor shall coordinate any scheduling and any schedule changes directly with TAM.

Representative crossing guard locations (48) and approximate times for the 2008-2009 school years are shown in Appendix A to this RFP. Additional crossing guard locations will be evaluated by TAM during June – August 2009, and the above mentioned representative list will be finalized. This evaluation may result in additions or subtractions of crossing guard locations for this contract. A total of 48 locations should be the basis for this proposal for the 2009-2010 school year. For proposal purposes only, please assume 180 days per location along with a 25-day summer school session of only 20 locations.

As requirements are evaluated, TAM reserves the right to add, delete, or revise the schedules, locations, and/or any portion of the work at any time with a 30-day notification, as may be deemed advisable at the contract price. Price negotiations on the contract are optional if the amount of the work is different from the above estimates by 25 percent or greater.

Term and Termination of Contract

The Contract shall become effective on the date of execution and shall continue in full force and effect until the end of the school summer session in August 2010. At that time, the Contract may be renewed by both parties for two additional school years. Contract renewal may be approved by TAM's Executive Director on behalf of TAM.

Payment and Records

TAM will pay for hourly services in accordance with the agreed crossing guard locations and hours at the agreed hourly rate. The contractor shall submit invoices to TAM on a monthly basis for the number of hours actually worked. The contractor shall manage all payroll responsibilities, ensuring that all guards receive weekly payroll and workers' compensation coverage in accordance with all state and federal requirements.

SECTION 3 — SCHOOL CALENDAR

Crossing guard services are provided near schools in a variety of School Districts throughout the County. Crossing locations are near both public and private schools. The contractor should be prepared to offer services in accordance with various school calendars. This will result in some locations requiring service on days when other locations do not. Total days of service may not be consistent for all locations.

The contractor supervisor will be responsible to coordinate with representatives from all school districts served to verify that coverage is provided at any location utilized by students.

SECTION 4 — RFP SUBMITTAL REQUIREMENTS

Please prepare your proposal in accordance with the following requirements.

1. *Proposal:* The proposal (excluding resumes and the transmittal letter) shall not exceed a total of 25 single-sided, 8.5" x 11" pages. Resumes should be included in an appendix.
2. *Transmittal Letter:* The proposal shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the proposal shall be valid for a 90-day period and should include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the contractor selection process. The person authorized by the firm/team to negotiate a contract with TAM shall sign the cover letter.

Address the cover letter as follows:

Dan Cherrier, Project Manager
Transportation Authority of Marin
750 Lindero Street, Suite 200
San Rafael, California 94901

3. *Project Understanding:* This section shall clearly convey that the contractor understands the nature of the work, including coordination with and approvals from TAM.
4. *Approach and Management Plan:* This section shall provide the firm's/team's proposed approach and management plan for providing the services. Include an organization chart showing the proposed relationships among contractor staff and TAM staff.
5. *Qualifications and Experience:* The proposal shall provide the qualifications and experience of the contractor. Please emphasize the specific qualifications and experience in providing crossing guard services. Key Team Members are expected to be committed for the duration of the project. Replacement of Key Team Members will not be permitted without prior consultation with and approval of the TAM.
6. *Additional Relevant Information:* Provide additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).
7. *References:* Please provide three references that indicate the ability of your firm to successfully manage a crossing guard program.
8. *Project Budget:* Please provide a project budget. Include level of effort for each staff person and billing rates for each person. Identify overhead rates and all other applicable charges to program. Proposals are to be based on an hourly rate charged for providing crossing guard service; therefore, proposals submitted to TAM shall stipulate the hourly rate the bidder agrees to charge TAM. Fixed costs will be separately identified and tallied. Please state any hourly minimums
9. *Submittal of Proposals:* Three (3) copies of your proposal are due at the TAM offices no later than the time and date specified in Section 6, below. Envelopes or packages containing the proposals should be clearly marked, **"Proposals Enclosed."**
10. *Professional Services Contract:* Indicate your willingness to accept the terms and conditions in attached sample contract, including your ability to comply with TAM's insurance requirements, or list those to which you take exception, and, as appropriate, provide proposed alternate wording.

Note that it is not TAM's intent to make substantial changes to attached sample contract. Note: this contract maybe extended for two additional years.

SECTION 5 — SELECTION OF CONTRACTOR

The overall process will be to evaluate the technical components of all the proposals completely and independently from the cost component. The proposals will be evaluated and scored on a 100 point total basis using the following criteria:

Project understanding and approach, including an understanding of the role of TAM.	25
Similar project experience.	10
Qualifications and specific experience of Key Team Members.	15
Capacity to provide qualified personnel.	20
Satisfaction of previous clients.	5
Total Project Cost	25
Total	100

TAM will evaluate each proposal and **may** establish a “short list” of qualified firms that will be asked to attend an interview in which the each firm will demonstrate its understanding of, and approach to the Project.

The Project Manager and Key Team Members should attend the interview. The evaluation / interview panel may include representatives from TAM and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. Costs for travel expenses and proposal preparation shall be borne by the contractor.

Once the top firm/team has been determined, TAM staff will start contract negotiations with the firm/team. If contract negotiations are not successful, the second ranked firm/team may be asked to negotiate a contract with TAM, etc.

SECTION 6 — SELECTION PROCESS DATES

- June 9, 2009:** Last day for submittal of questions.
- June 15, 2009:** Proposals are due no later than 3:00 PM at the offices of the Transportation Authority of Marin, 750 Lindero Street, Suite 200, San Rafael, CA 94901. *Late submittals will not be accepted.*
- July 8, 2009:** Interviews (if necessary) for contractor selection for the **Crossing Guard Program**
- July 23, 2009:** Contractor selection approval by TAM Board.

If you have any questions regarding this RFP, please contact:

Dan Cherrier
Project Manager
Phone (415) 226-0829
Fax (415) 226-0816
dcherrier@tam.ca.gov

APPENDIX A

Table 1: TAM 2008-09 Crossing Guard Locations			
Index	Location	City	School District
1	Mt Shasta & Idylberry	San Rafael	Dixie
2	Las Gallinas and Miller Creek Rd	San Rafael	Dixie
3	Nova Albion Way (in front of school)	San Rafael	Dixie
4	Nova Albion Way & Arias Street	San Rafael	Dixie
5	Nova Albion Way & Monticello Road	San Rafael	Dixie
6	College Ave & Woodland Ave	Kentfield	Kentfield
7	College Ave at Stadium Way	Kentfield	Kentfield
8	Sir Francis Drake Blvd. & Wolfe Grade	Kentfield	Kentfield
9	Sir Francis Drake Blvd. & College Ave	Kentfield	Kentfield
10	Sir Francis Drake Blvd. & Laurel Grove Ave	Ross	Kentfield
11	Sir Francis Drake Blvd. & Meadow Way	San Geronimo	Lagunitas
12	Dougherty Road Piper Park Crosswalk	Corte Madera	Larkspur
13	Tam Racket Club & Doherty Rd	Larkspur	Larkspur
14	Magnolia Ave & King St.	Larkspur	Larkspur
15	Corte Madera & Tamalpais Dr (& Redwood)	Corte Madera	Larkspur
16	East Blithedale and Lomita Ave	Mill Valley	MVSD
17	Camino Alto and Sycamore Ave.	Mill Valley	MVSD
18	Throckmorton Ave & Old Mill St	Mill Valley	MVSD
19	Lovell Avenue and Old Mill Street	Mill Valley	MVSD
20	E. Strawberry Dr. & Strawberry School	Marin County	MVSD
21	Bell Lane & Enterprise Concourse	Mill Valley	MVSD
22	East Blithedale and Buena Vista Avenue	Mill Valley	Private
23	Blackfield Dr & Tiburon Blvd	Tiburon	Reed
<i>Table continued on next page</i>			

APPENDIX A

Table 1 (cont.): TAM 2008-09 Crossing Guard Locations			
Index	Location	City	School District
24	Avenida Mireflores & Tiburon Blvd	Tiburon	Reed
25	Trestle Glen & Tiburon Blvd	Tiburon	Reed
26	Tiburon Blvd & Lyford Dr	Tiburon	Reed
27	Lagunitas & Allen Avenue	Ross	Ross
28	Ross Common & Lagunitas	Ross	Ross
29	Sir Francis Drake Blvd. & Lagunitas	Ross	Ross
30	Sir Francis Drake Blvd. & Broadmoor Ave.	San Anselmo	Ross Valley
31	Sir Francis Drake Blvd. & Tamal Ave.	San Anselmo	Ross Valley
32	Green Valley Court & Butterfield	San Anselmo	Ross Valley
33	Sir Francis Drake Blvd. & Butterfield Rd.	San Anselmo	Ross Valley
34	Sir Francis Drake Blvd. & Oak Manor	Fairfax	Ross Valley
35	Oak Manor in front of school	Fairfax	Ross Valley
36	Sir Francis Drake Blvd. & Oak Tree Lane	Fairfax	Ross Valley
37	Sir Francis Drake Blvd. & Bolinas Ave	San Anselmo	Ross Valley
38	Sir Francis Drake Blvd. & Barber Ave/Ross Ave.	San Anselmo	Ross Valley
39	Bahia Way at Kerner Blvd.	San Rafael	SRES
40	Bahia Way (in front of school)	San Rafael	SRES
41	Kerner Blvd & Canal St	San Rafael	SRES
42	Knight Dr & Ashwood Ct	San Rafael	SRES
43	Woodland Ave & Siebel	San Rafael	SRES
44	Fifth Ave & River Oaks Dr	San Rafael	SRES
45	Happy Lane & Fifth Ave	San Rafael	SRES
46	North San Pedro & Roosevelt	San Rafael	SRES
47	177 North San Pedro (in front of school)	San Rafael	SRES
48	Belle Avenue (in front of school)	San Rafael	SRES

Appendix B – Sample Agreement

Contract Log # _____

CONTRACT BETWEEN TRANSPORTATION AUTHORITY OF MARIN AND ABC CONSULTING

THIS CONTRACT is made and entered into this _____ day of _____, 2009 by and between the TRANSPORTATION AUTHORITY OF MARIN, hereinafter referred to as "TAM" and ABC Consulting, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, TAM desires to retain a person or firm to provide the following services:

Crossing Guard Services

WHEREAS, Contractor represents that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by TAM, the parties agree to the following:

1. SCOPE OF SERVICES

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES

The TAM agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "A"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide TAM with his/her/its Federal Tax I.D. number prior to submitting the first

**Request for Proposals
Crossing Guard Services**

**Transportation Authority of Marin
June 15, 2009**

invoice.

TAM shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. TAM shall have 30 days from receipt of an invoice that complies with Exhibit A to pay Contractor.

4. MAXIMUM COST TO TAM

In no event will the cost to TAM for the services to be provided herein exceed the maximum sum of _____ dollars (\$____,000.00) total, including direct non-salary expenses.

5. TIME OF CONTRACT

This Contract shall commence on the date first above written and shall terminate on July 30, 2010. Certificate(s) of Insurance must be current on day the Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to TAM. The general liability policy shall be endorsed naming the TRANSPORTATION AUTHORITY OF MARIN as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the TAM prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to TAM of any cancellation in coverage, except ten (10) days for non-payment for premium. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by Sections 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the Contract. In addition to any other available remedies, TAM may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "B"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). The TAM shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (See sample form: ISO - CG 20 10 11 85).

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "B")**

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile

liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "B")

6.3 WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to TAM prior to commencement of work.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "B")

6.4 OTHER INSURANCES

Contractor may be required to carry additional insurance based upon the nature of the work to be performed (scope of services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims made policies must have a retroactive date either prior to the effective date of the Contract or the beginning of the work in the Contract. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of the work in the Contract or end of current Contract, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the Contract effective date, the Contractor must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of the work in the Contract. Contractor shall maintain a policy limit of not less than one million dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed \$2,500 unless approved by the TAM.

6.4.a. Professional Liability Insurance.....☒ (check box if required)

*Deductibles greater than \$2,500 require Insurance Reduction/Waiver form (Exhibit "B") to be completed.

6.4.b. Maritime Insurance.....☐ (check box if required)

Contractor's general liability and/or professional liability insurance may be provided, in part, by self-insurance as long as Contractor provides either (1) evidence to TAM that Contractor has segregated amounts in a special insurance reserve fund meeting the contract's insurance requirements and restricted specifically to this project or (2) Contractor's general insurance reserves are adequate to provide the necessary coverage and TAM may conclusively reply thereon, or (3) if Contractor has a deductible of \$100,000 or more, TAM shall have the same benefits and protections as if Contractor carried insurance with a third party insurance company, satisfying the insurance requirements within this contract.

7. NONDISCRIMINATORY EMPLOYMENT

Contractor and/or any permitted sub-Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted sub-Contractor understands and agrees that Contractor and/or any permitted sub-Contractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. DRUG-FREE WORKPLACE POLICY

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on TAM's premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Contract.

9. SUBCONTRACTING

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the TAM except for any subcontract work identified herein. If Contractor hires a sub-Contractor under this Contract, Contractor shall require sub-Contractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require sub-Contractor to name Contractor as additional insured under this Contract. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its sub-Contractor and shall forward to the TAM evidence of same.

10. ASSIGNMENT

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the TAM.

11. ASSIGNMENT OF PERSONNEL

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to TAM, as is evidenced in writing.

12. LICENSING AND PERMITS

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

13. BOOKS OF RECORD AND AUDIT PROVISION

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be kept in accordance with generally accepted accounting practices. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit TAM to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Contractor shall refund any monies erroneously charged.

14. TITLE

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the TAM. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and

documents to TAM without exception or reservation.

15. WORKS FOR HIRE

If, in connection with services performed under this Contract, Contractor or its sub-Contractor create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, system designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of TAM. If it is ever determined that any works created by Contractor or its sub-Contractor under this Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to TAM, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of TAM, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

16. TERMINATION

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the TAM may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).
- E. Upon receipt of termination notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Contract on the date specified by TAM and to minimize the liability of Contractor and TAM to third parties as a result of termination. All such actions shall be subject to the prior approval of TAM. Such actions shall include, without limitation:
 - i. Halting the performance of all services and other work under this Contractor on the date(s) and in the manner specified by TAM.
 - ii. Not placing any further orders or subcontracts for materials, services, equipment or other items.
 - iii. Terminating all existing orders and subcontracts.
 - iv. At TAM's direction, assigning to TAM any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, TAM shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - v. Subject to TAM's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
 - vi. Completing performance of any services or work that TAM designates to be completed prior to the date of termination specified by TAM.
 - vii. Taking such action as may be necessary, or as TAM may direct, for the protection and preservation of any property related to this Contract which is in the possession of Contractor and in which TAM has or may acquire an interest.

- F. In no event shall TAM be liable for costs incurred by Contractor or any of its sub-Contractors after the termination date specified by TAM, except for those costs associated in compliance with the immediately preceding subsection (F). Non-recoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under subsection (F).
- G. TAM's payment obligation under this Section shall survive termination of this Contract.

17. RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION

- A. This Section and the following Sections of this Contract shall survive termination or expiration of this Contract: 9, 13, 14, 15, 18, 19, 20, 21, 22, 23, 26, 28, 29, and 31.
- B. Subject to the immediately preceding subsection (A), upon termination of this Contract prior to the expiration of the term specified in Section 5, this Contract shall terminate and be of no further force or effect. Contractor shall transfer title to TAM, and deliver in the manner, at the times, and to the extent, if any, directed by TAM, any work in progress, completed work, supplies, equipment, and other materials produced as part of, or acquired in connection with the performance of this Contract, and any completed or partially completed work which, if this Contract had been completed, would have been required to be furnished to TAM. This subsection shall survive termination of this Contract.

18. RELATIONSHIP BETWEEN THE PARTIES

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the TAM. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation. Contractor or any agent or employee of Contractor is liable for the acts or omissions of itself, its employees and its agents. Nothing in this Contract shall be construed as creating an employment or agency relationship between TAM and Contractor or any agent or employee of Contractor.

Any terms in this Contract referring to direction from TAM shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. TAM does not retain the right to control the means or the method by which Contractor performs work under this Contract.

19. PAYMENT OF TAXES AND OTHER EXPENSES

Should TAM, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Contract shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). TAM shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for TAM, upon notification of such fact by TAM, Contractor shall promptly remit such amount due or arrange with TAM to have the amount due withheld from future payments to Contractor under this Contract (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Contract, Contractor shall not be considered an employee of TAM. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in TAM's financial liability so that TAM's total expenses under this Contract are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

20. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by TAM, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment, components, or workmanship that do not conform to the requirements of this Contract may be rejected by TAM and in such case must be replaced by Contractor without delay.

21. SUBMITTING FALSE CLAIMS AND MONETARY PENALTIES

Pursuant to Government Code sections 12650 et seq., any Contractor, sub-Contractor or Contractor who submits a false claim shall be liable to TAM for three times the amount of damages that TAM sustains because of the false claim. A Contractor, sub-Contractor or Contractor who submits a false claim shall also be liable to TAM for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to TAM for a civil penalty for up to \$10,000 for each false claim. A Contractor, sub-Contractor or Contractor will be deemed to have submitted a false claim to TAM if the Contractor, sub-Contractor or Contractor: (a) knowingly presents or causes to be presented to an officer or employee of TAM, a false claim for payment or approval; (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim paid or approved by TAM; (c) conspires to defraud TAM by getting a false claim allowed or paid by TAM; (d) has possession, custody, or control of public property or money used or to be used by TAM and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt; (e) is authorized to make or deliver a document certifying receipt of property used or to be used by TAM and knowingly makes or delivers a receipt that falsely represent the property used or to be used; (f) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to TAM; (g) is a beneficiary of an inadvertent submission of a false claim to TAM, subsequently discovers the falsity of the claim, and fails to disclose the false claim to TAM within a reasonable time after discovery of the false claim.

22. PROPRIETARY OR CONFIDENTIAL INFORMATION OF TAM

Contractor understands and agrees that, in the performance of services under this Contract or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by TAM and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to TAM. Contractor agrees that all information disclosed by TAM to Contractor shall be held in confidence and used only in performance of the Contract, unless release of information is required in the event of a claim investigation and settlement, requested by an insurance carrier or if legally required to do so, or is otherwise authorized for disclosure by TAM. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would use to protect its own proprietary data.

23. MODIFICATION OF CONTRACT

This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Contract.

24. ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This Contract may be modified only as provided in Section 19.

25. SEVERABILITY

Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

26. JURISDICTION AND VENUE

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

27. INDEMNIFICATION

Pursuant to Civic Code 2782.8, Contractor agrees to indemnify, defend, and hold TAM, its employees, officers, and agents harmless from all liabilities arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor.

28. LIABILITY OF TAM

TAM's payment of obligations under this Contract shall be limited to the payment of the compensation provided for in Sections 3 and 4 of this Contract. Notwithstanding any other provision of this Contract, in no event shall TAM be liable, regardless of whether any claim is based on contract or tort, for any special, consequential indirect or incidental damages, including, but not limited to lost profits, arising out of or in connection with this Contract or the services performed in connection with this Contract.

29. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with any and all Federal, State and local laws (including, but not limited to Covenant Against Contingent Fees (Exhibit C)) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the TAM's contact person referenced in Section 31. NOTICES below.

30. ADMINISTRATIVE REMEDY FOR AGREEMENT INTREPRETATION

Should any question arise as to the meaning and intent of this Contract, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Executive Director of TAM, who shall decide the true meaning and intent of the Contract.

31. NOTICES

This Contract shall be managed and administered on TAM's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to TAM at the following location:

**Request for Proposals
Crossing Guard Services**

**Transportation Authority of Marin
June 15, 2009**

Contract Manager:	Dan Cherrier
Location:	Transportation Authority of Marin 750 Lindero Street, suite 200 San Rafael, CA 94901
Telephone No.:	415.507.2661

Notices shall be given to Contractor at the following address:

Contractor:	Joe Doe
Location:	ABC Consulting 1234 Main Street; Suite 123 Marin, CA 94000
Telephone No.:	XXX.XXX.XXXX

32. ACKNOWLEDGEMENT OF EXHIBITS

CONTRACTOR'S INITIALS

<u>EXHIBIT A.</u>	☒	<u>Scope of Services and Budget</u>
<u>EXHIBIT B.</u>	☒	<u>Insurance Reduction/Waiver</u>
<u>EXHIBIT C.</u>	☒	<u>Covenant Against Contingency Fees</u>

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

TRANSPORTATION AUTHORITY OF MARIN:

CONTRACTOR:

By: _____
Dianne Steinhauser, Executive Director

By: _____
Authorized Signature

Name (Print)

Title

Company Name

Federal Employer ID Number or SSN

EXHIBIT B

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: _____

CONTRACT TITLE: _____

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>TAM Use Only</i>
General Liability Insurance	☐	\$	
Automobile Liability Insurance	☐	\$	
Workers' Compensation Insurance	☐		
Professional Liability Deductible	☐	\$	

Contractor - please set forth the reasons for the requested reductions or waiver.

TAM Contract Manager Signature: _____

**Request for Proposals
Crossing Guard Services**

**Transportation Authority of Marin
June 15, 2009**

Date: _____

EXHIBIT C

COVENANT AGAINST CONTINGENCY FEES

The Contractor warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Contractor; to solicit or secure this Contract; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.