Request for Proposals
For
Telework and Flexible Work Schedule
Technical Assistance

(Amended 3/08/2004)

A Division of:

Traffic Solutions
encouraging commute options

260 N. San Antonio Rd. Ste B
Santa Barbara, CA 93110
www.trafficsolutions.info

March 8, 2004

Time Line

Date RFP issued: February 18, 2004
Deadline for submittal of RFP questions February 27, 2004
Explanation to PROPOSERS March 2, 2004

DEADLINE FOR SUBMISSION OF PROPOSALS: March 10, 2004 by 4:00 p.m., PST
March 17, 2004 by 12:00 p.m., PST

Interviews/Presentations: April 1, 2004
Selection Date: April 2, 2004
Board considers contract approval: April 15, 2004

Proposed Term of Contract: 48 24 months from date of contract execution
"NOTICE"

Your submittal of a proposal to provide the services requested commits you to the terms of the requirements designated in this RFP, if you are awarded a contract. If you propose to negotiate changes to the contract provisions, Scope of Work, or other requirements defined herein, you must designate the request changes at the time your proposal is submitted.
SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
(SBCAG) TRAFFIC SOLUTIONS

REQUEST FOR PROPOSALS (RFP)
FOR TELEWORK AND FLEXIBLE WORK SCHEDULE TECHNICAL
ASSISTANCE

SUMMARY OF TELEWORK AND FLEXIBLE WORK SCHEDULE TECHNICAL
ASSISTANCE

I. BACKGROUND

Since 1992, Traffic Solutions has served as the rideshare organization in Santa
Barbara County. Traffic Solutions is a Division of the Santa Barbara County
Association of Governments (SBCAG), a voluntary council of governments formed
under a joint powers agreement executed by each of the general purpose local
governments in Santa Barbara County.

In recent years, nationally, teleworking has become more accepted as a business
tool for employers. The growth and support for teleworking is based on several
factors including: providing a more family-friendly environment, reduction in
overhead costs, improving productivity and morale, and for increasing retention and
recruitment.

Flexible work schedules have also become more widely accepted, particularly in the
public sector. More and more employers are recognizing that flexible work
schedules can offer an organization longer service hours, improve employee moral
and aid in recruitment and employee retention.

Although Traffic Solutions has included telecommuting and flexible work schedules
as part of its overall Transportation Demand Management (TDM) program, they
have only passively been promoted. Traffic Solutions has produced a
Telecommuting Manual for Managers and has included telework and flexible work
schedule information on its website, but no official programs have been pursued.

Traffic Solutions now seeks to build a more proactive telework and flexible work
schedule program in Santa Barbara County. The primary goal of the program will
be to reduce congestion along the Highway 101 corridor by decreasing commute
trips during peak periods. The first phase of this effort will be to conduct a 24-month


SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS – TRAFFIC SOLUTIONS
REQUEST FOR PROPOSALS
TELEWORK AND FLEXIBLE WORK SCHEDULE TECHNICAL ASSISTANCE

Page 1
program called Telework and Flexible Work Schedule Program - Phase I to promote telework and flexible work schedules within Santa Barbara County and to educate businesses/employees on the benefits of telework and flexible work schedules. Over a period of 2 years, SBCAG Traffic Solutions staff will recruit up to 7 employers, who employ in excess of 50 employees, and 3 employers, who employ between 20 and 49 employees to host a 12-month pilot Telework and Flexible Work programs within their worksites. SBCAG Traffic Solutions will assist in setting up the companies’ programs by providing guidance in developing the Telework and Flexible Work Schedule policies, selecting participants, training teleworking employees and supervisors, documenting and tracking results.

The Telework and Flexible Work Schedule Program - Phase I will be funded with Congestion Mitigation and Air Quality (CMAQ) funds. As such, the primary goal for the pilot program will be to address current congestion and air quality problems in Santa Barbara County. SBCAG is currently conducting the 101 in Motion transportation plan that will result in a project or set of projects that will reduce congestion on the South Coast thru measures that add highway capacity, reduce travel demand and improve traffic operations. The study will identify highway widening options such as mixed flow lanes, high occupancy lanes, and toll lanes, as well as include other projects providing congestion relief such as commuter rail, bus rapid transit, and demand management that will expand transportation alternatives in the corridor. While the Telework and Flexible Work Schedule Program - Phase I pilot program will be initiated countywide, an emphasis will be placed on recruitment of employees that commute on Highway 101 to the South Coast from Ventura or Northern Santa Barbara County. Corresponding public relations messages will also place an emphasis on congestion relief along the Highway 101 corridor.

II. DESIRED QUALIFICATIONS AND EXPERIENCE FOR TELEWORK AND FLEXIBLE WORK SCHEDULE TECHNICAL ASSISTANCE:

The ideal CONSULTANT will possess the following experience and credentials:

- A clear understanding and knowledge of telework and flexible work schedules.
- Previous experience in the field of Telework and Flexible Work Schedules by working with companies: drafting Telework and Flexible Work Schedule policies and agreements, making Telework and Flexible Work Schedule presentations, offering technical support for connectivity to off-site computers, and setting up Telework and
Flexible Work Schedule programs for companies.

- Ability to speak persuasively and professionally to top executives in terms that will overcome resistance to change and address concerns regarding productivity, performance and cost-effectiveness.
- Previous experience with website development and assessment, preferably on the subject of telework and flexible work schedules.
- A proven track record of successful, proactive and responsive experiences working with teleworkers and companies with such programs.
- Previous experience or knowledge of telework and flexible work schedule training for employers and employees.
- Previous experience in Santa Barbara County and/or Southern California

Objectives of the Telework and Flexible Work Schedule Program - Phase I:
To recruit up to 7 employers, who employ in excess of 50 employees, and 3 employers, who employ between 20 and 49 employees, to host 12-month pilot telework (working from home or alternate worksite, on average, at least 8 work hours every 2 weeks) programs within their worksites and assist in the implementation of flexible work schedule programs in an effort to serve as a springboard of information for other organizations to follow. Special effort will be made to recruit employees that currently travel the Highway 101 corridor from Ventura to Santa Barbara.

III. SCOPE OF WORK:

Development of Tasks: The CONSULTANT will work closely with the SBCAG Traffic Solutions staff to develop the proposed elements for Telework and Flexible Work Schedule Technical Assistance. SBCAG Traffic Solutions is requesting proposals along with schedule and budget breakouts from qualified CONSULTANTS to develop and conduct the following:

Task 1: Employment and Commute Patterns
The CONSULTANT will gather existing information on current and projected employment and commute patterns.

Task 2: Training Program
The CONSULTANT will develop an outline of the proposed training program which will be marketed to employers through SBCAG Traffic Solutions.
Solutions representatives. Upon approval of the outline by SBCAG Traffic Solutions, the training guide will be developed. It is expected that the CONSULTANT will draw from existing materials used in other demographically similar cities and will not be developing new materials.

**Task 3: Recruit Employers**
Over a period of one year, the CONSULTANT will recruit up to 7 employers who employ in excess of 50 employees, and 3 employers, who employ between 20 and 49 employees, from varying industries and within Santa Barbara County, to participate in 12-month pilot Telework and Flexible Work Schedule programs.

**Task 4: Assist with the implementation of Telework and Flexible Work Schedule Programs**
The CONSULTANT will provide assistance to employers for the implementation of Telework and Flexible Work Schedule pilot programs. The CONSULTANT will work with selected organizations and their committees to develop structured Telework and Flexible Work Schedule pilot programs and offer resources for implementation.

**Subtask A: Design & Offer Technical Support to Selected Employers**
Assistance could include drafting policies, developing agreements for both supervisors, teleworkers and flexible work schedule employees; on-site training; addressing management and teleworker issues; legal and insurance advice; technical support advice; assistance with program evaluation; and the development of information from each company for case study analysis.

**Subtask B: Conduct Pre- and Post Surveys of Participants**
To accurately assess and analyze the impacts of the Telework and Flexible Work Schedule program, the CONSULTANT will provide a number of related survey instruments for employers. This includes pretest surveys and post surveys to measure the effect of Telework and Flexible Work Schedule on employee travel behavior; co-worker, supervisor, and customer attitudes; analysis of cost/benefits to the organizations and determine the reduction in vehicle miles traveled. The effects on
employee retention and absenteeism impacts should also be measured. The CONSULTANT will also develop evaluation and monitoring tools through focus groups of users to measure the progress of the program and to address any issues that arise.

**Task 5: Develop Case Studies and Reports Based on Evaluation and Surveys**
Case studies will be developed from the experience of assisting employers develop their Telework and Flexible Work Schedule programs. Case study information will include reasons for participating in the pilot program, a summary of implementation steps, impacts on the company and employees, impacts on air quality, results to the organization’s bottom line, testimonials, and lessons learned. Number of case studies required will be based on number of implemented pilot programs.

The CONSULTANT will work with staff and selected companies in person, via telephone, phone conferencing, and/or e-mail if the CONSULTANT lives out of the Santa Barbara County area. This will help effectively maximize time spent with each of the selected companies and SBCAG Traffic Solutions staff. Half-day sessions, one or more as needed, may be required for development of the Telework and Flexible Work Schedule program at the employers' work site.

**Task 6: Assist in Organizing a Telework and Flexible Work Schedule Forum**
The CONSULTANT will assist SBCAG Traffic Solutions in the planning and organizing of a Telework and Flexible Work Schedule Forum featuring Santa Barbara case studies and programs developed under Task 4. The Forum will include speakers from participating employers and business leaders and local elected officials.

**Task 7: Website Assistance**
The CONSULTANT will assist SBCAG Traffic Solutions in the development of a Telework and Flexible Work Schedule website. The CONSULTANT will not be expected to develop the information for the site, but will provide guidance on content and possible sources for the content. SBCAG Traffic Solutions will be responsible for designing
and maintaining the website.

Task 8: Prepare Monthly Reports
The CONSULTANT will be expected to submit monthly status reports and a final activity report summarizing all activities that occur, as well as a monthly invoice with appropriate backup to SBCAG Traffic Solutions. The status reports will detail all activities that have occurred during the past month for each task, details of plans for the upcoming month’s activities, and monthly goals reached or surpassed.

Task 9: Train SBCAG Traffic Solutions Staff
The CONSULTANT will involve SBCAG Traffic Solutions staff in developing the training program and performing tasks associated with the pilot Telework and Flexible Work Schedule programs.

Over the course of the contract, the CONSULTANT will work closely with staff and employers to teach Telework and Flexible Work Schedule program development strategies and future steps to sustain growth of programs, especially as a client services option.

Task 10: Prepare Timeline and Budget for Activities
The CONSULTANT shall prepare a 12-18-24 month timeline and a budget based on proposed tasks/activities as outlined in this RFP. The estimated budget for the Telework and Flexible Work Schedule Technical Assistance is $95,000.

Task 11: Final Report:
The CONSULTANT will prepare a report documenting the program and presenting key findings and conclusions. The CONSULTANT will present the report to the SBCAG Board of Directors.

IV. RFP REQUIREMENTS
A. SUBMISSION PROCEDURES AND DEADLINES:
   1. One (1) original and eight (8) copies of the sealed proposal in response to this RFP must be received by the SBCAG Traffic Solutions
THE DEADLINE FOR PROPOSALS IS March 10, 2004 AT 4:00 P.M. MARCH 17, 2004 AT 12:00 P.M. (PACIFIC COAST TIME). LATE PROPOSALS WILL NOT BE ACCEPTED. SBCAG Traffic Solutions reserves the right to accept or reject any or all proposals or part(s) of proposals as well as the right to waive minor variations to specifications or the bidding process.

ADDITIONAL WORK similar in nature may be required by SBCAG Traffic Solutions. Proposals will be kept on file for one year. SBCAG Traffic Solutions may contract with one or more of the PROPOSERS for additional work for **Telework and Flexible Work Schedule Program - Phase II** which could include an implementation of telework centers in Santa Barbara County, Ventura County or San Luis Obispo County.

2. Questions related to this RFP may be e-mailed to:
   Kent Epperson, TDM Program Administrator at kepperson@sbcag.org

**B. EXPLANATION TO PROPOSERS**

Any explanation desired by a PROPOSER regarding the meaning or interpretation of this solicitation must be requested and received IN WRITING (e-mail, fax, letter) prior to noon, Pacific Coast Time, Friday, February 27, 2004. Oral explanations or instructions will not be binding. Any written information provided to any prospective PROPOSER concerning this solicitation will be furnished to all prospective PROPOSERS. SBCAG Traffic Solutions will compile a list of questions and answers received from the PROPOSERS regarding the proposal that are not evident in the RFP. These questions and answers will be posted to the SBCAG Traffic Solutions website (www.trafficsolutions.info).

**C. SELECTION PROCESS:**
1. **Selection Criteria:**

A selection committee will be formed to assist in the evaluation process. Evaluation of the proposals shall be based on the following criteria:

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<th>Award Criteria</th>
<th>Weight</th>
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<th>Score</th>
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<th>Value</th>
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<td>1. Qualifications/Experience</td>
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<td>2. Understanding &amp; approach to program objectives</td>
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<td>3. Fees/Costs</td>
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This proposal will be evaluated on cumulative point system.

Scoring
- Outstanding: 5
- Good: 4
- Average: 3
- Poor: 1
- Not addressed/unacceptable: 0

The maximum attainable score is 140.

2. **Presentations:**

PROPOSERS **may** be required to make a presentation of their proposal to SBCAG Traffic Solutions Selection Committee as part of the selection process. Presentations will be scheduled for April 1, 2004. Selection Committee members may amend their draft evaluation scores subsequent to PROPOSER presentations. The Selection Committee membership may include, but is not limited to, the following:
D. PRIME CONSULTANT RESPONSIBILITIES:

The selected CONSULTANT will be required to assume responsibility for all services offered in their proposal whether or not they produce them. Further, the SBCAG Traffic Solutions will consider the selected CONSULTANT to be the sole point of contact with regard to contractual matters.

E. NOTIFICATION OF CONTRACT AWARD:

Each PROPOSER shall be notified in writing of the SBCAG Traffic Solutions Selection Committee decision of the selected proposal for a contract award within five (5) working days after selection is made by the Selection Committee. A contract will be negotiated between the SBCAG Traffic Solutions and the selected PROPOSER.

F. COST OF PROPOSAL PREPARATION:

SBCAG Traffic Solutions shall not be liable for any costs or expenses incurred for preparation of the proposal or any pre-contractual expenses in response to this RFP. PROPOSERS shall not include any such expense as part of the price proposal in response to the RFP. SBCAG Traffic Solutions shall be held harmless and free from any and all liability, claims, or expenses whosoever incurred by, on behalf of, any person or organization responding to this RFP.

G. KNOWLEDGE OF PROPOSAL/PRICE CONDITIONS:

Before submitting a Statement of Qualification and/or Price Proposal, the PROPOSER shall carefully read all sections of this RFP and shall be fully informed as to all existing conditions and limitations.

H. REJECTION OF PROPOSALS:
SBCAG Traffic Solutions reserves the right to reject any or all proposals and re-solicit or cancel this procurement if deemed to be in the best interests, without indicating any reasons for such rejection(s).

I. BEST AND FINAL OFFERS (BAFO):

SBCAG Traffic Solutions reserves the right to request a Best and Final Offer from the top qualified PROPOSERS. The BAFO shall take the form of a letter and must be authenticated by an officer of the PROPOSER's company that is authorized to bind the contract.

J. VERBAL AGREEMENTS:

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of SBCAG Traffic Solutions shall affect or modify any terms or obligations of this RFP, or any contract that may result from this procurement. Oral explanations or instructions shall not be binding.

K. COMPLETENESS OF PROPOSAL

Only those proposals that provide all the required services will be considered responsive. If more than one Statement of Qualifications and Price Proposal is received from one organization or alterations made thereto, all proposals from that organization may be considered non-responsive.

L. PROTEST PROCEDURES (Required by Federal Regulations)

1. Protests prior to proposal opening: Any interested party who has an objection to the awarding of a materials, commodities or services contract to any PROPOSER by SBCAG, pursuant to competitive proposal procedures, shall lodge that protest, in writing, with the SBCAG Executive Director not less than three (3) full working days before the proposal opening. The protest shall clearly state the grounds for the protest and the relief sought. SBCAG will notify all PROPOSERS that a protest has been filed, and that the proposal opening has been postponed until further notice.

2. Protests received subsequent to proposal opening: SBCAG will evaluate all proposals and determine the winning proposal. A notice of Intent to Award will be mailed to all PROPOSERS. Any interested
party who has an objection to the awarding of any materials, commodities or services contract to any PROPOSER by SBCAG, pursuant to competitive proposal procedures, shall lodge that protest, in writing, within five (5) full working days from the postmark date of the notice of Intent to Award. The protest shall clearly state the grounds for the protest and the relief sought.

This is a Federal funded service and is subject to federal rules and regulations. FTA/FHWA only accepts protests alleging that a grantee fails to have written protest procedures or has violated such procedures. Written protest procedures are available from SBCAG.

M. WAIVER

By submission of its proposal, the PROPOSER represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in the solicitation; that it has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it; and, are a complete and correct statement of its prices for providing the labor, services, supplies, materials, or equipment required.

N. STATEMENT OF OFFER:

The statement of offer must be signed by an individual authorized to contractually obligate your company on the submittal letter and shall be firm and fixed for a period of at least sixty (60) days.

O. FORMAT AND REQUIRED COMPONENTS OF PROPOSALS:

The following information shall be included in the order listed below in proposals submitted to the SBCAG for the project described herein. Written proposals must be no more than 15 pages in length (not including the RFP attachment pages) including cover letter, table of contents, and background information.

In addition, sample materials for previous work or new work, must not be more than 10 pages, and 8 copies of these samples must also be provided.
The 15-page written proposal and 10-page sample material limits exclude audio or video tapes.

The 15-page proposal must contain the following elements in this order:

1. Transmittal letter
2. PROPOSER’S letter of assurance (See Attachment A)
3. Title page consisting of:
   - Name of firm
   - Address & Phone Number
   - Chief Executive Officer’s Name
   - Proposal's Contact Person
   - Name of staff available to support the project
   - Name(s) of subconsultants & staff
   - Proposed cost (by Task) (Attachment B)
   - Annual Gross billings
4. Table of Contents
5. Proposal Executive Summary (one page limit)
6. Scope of Work (see elements under Section III. Scope of Work)
7. Schedule
8. Experience of Firm
9. Experience of Assigned Personnel
10. Five (5) or more references including names, addresses, phone numbers, contact name, and type of service performed for client.

For 10-Page Samples of Materials

Samples of work may include: any reports or collateral developed in the assistance of companies with telework programs; Web page design; any type of communication with employers/employees on the development of telework and the technical support given.

Supplemental material will not be accepted. All materials submitted in response to this RFP become the property of SBCAG and will not be returned.

P. FEDERAL REQUIREMENTS

1. PROHIBITED INTEREST
No member, officer, employee of the SBCAG or member of its governing body during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

2. **EQUAL OPPORTUNITY EMPLOYMENT**

In connection with this procurement, the successful PROPOSER will take affirmative action to ensure that all applicants are considered for employment and that employees are treated during an application process and through employment without regard to their race, color, religion, sex, sexual orientation or domestic partnership, national origin, age, marital status, disability, or any war-era veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship.

The successful PROPOSER will furnish all necessary information and reports and will permit access to its books, records, and accounts by the SBCAG for the purposes of investigation to ascertain compliance with the nondiscrimination/disadvantaged business provisions of any resultant Contract.

Q. **DISADVANTAGED BUSINESS ENTERPRISE**

This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

It is the policy of SBCAG that disadvantaged business enterprises (DBEs), as defined in Part 26, Title 49 CFR, shall be encouraged to participate in the performance of contracts financed in whole or in part with Federal Funds. The CONTRACTOR should ensure that DBEs, as defined in Part 26, Title 49 CFR, have the opportunity to participate in the performance of this contract and shall take all necessary and reasonable steps, as set forth in Part 26, Title 49 CFR, for this assurance. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Failure to
carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this contract or other remedy SBCAG may deem appropriate. Bidders shall be fully informed respecting the requirements of the Regulations and are urged to obtain DBE participation in this project, although there is no specific goal for DBE participation.

R. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:
During the performance of this contract, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the “CONTRACTOR”) agrees as follows:

1. Compliance with Regulations: The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations. The proposal should include a statement by the CONTRACTOR certifying its compliance with the Regulations.

3. Solicitations for Subcontractors, Including Procurement or Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, as its facilities as may be determined by SBCAG or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to SBCAG as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the CONTRACTOR’s noncompliance with nondiscrimination provisions of this contract, SBCAG shall impose contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   a. Withholding or payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs “A” through “F” in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as SBCAG or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request SBCAG, and in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

S. LOBBYING PROHIBITION

The PROPOSER will be required to comply with all of the requirements of Title 31 U.S.C., Section 1352; and 54 Federal Register 52305, and warrants that its activities and those of its officers, agents, employees and CONSULTANTs comply, and shall continue to comply, with the prohibition against spending federal funds for lobbying. The PROPOSER shall certify compliance with the prohibition and to disclose the activities of all lobbyists paid to influence or attempt to influence government officials for federal grants or contracts.

T. IMMIGRATION AND REFORM CONTROL ACT OF 1986 (IRCA)

PROPOSER understands and acknowledges that applicability of the IRCA to it. PROPOSER agrees to comply with the IRCA on performing under the contract and to permit SBCAG inspection of their personnel records to verify such compliance.

U. DEBARRED PROPOSERS
The successful PROPOSER, including any of its officers or the holders of a controlling interest therein, is obligated to inform SBCAG whether or not it is or has been on any debarred PROPOSERS’ list maintained by the United States Government. Should the PROPOSER be included on such a list during the performance of this project, it shall so inform SBCAG.

V. INSURANCE, RISK AND SAFETY CONTROL (Certificate Required)

The selected PROPOSER will be performing the work under this RFP and the governing Contract as SBCAG’s independent CONTRACTOR. The governing contract will require minimum insurance amounts to be obtained and maintained by the successful PROPOSER. It also contains Risk Management requirements which must be met. Listed below is language which is representative of the SBCAG /CONTRACTOR CONTRACT:

The CONTRACTOR is primarily responsible for the risk management of its work under this Contract, including but not limited to, obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk management program. The SBCAG reserves the right to amend the requirements herein at any time during the Contract subject to at least sixty (60) days written notice and an appropriate adjustment of the compensation terms of the Contract to offset any related increase in the CONTRACTOR’s costs. Any and all of the CONTRACTOR’s subcontractors must meet the requirements of this Section.

Prior to beginning the work under this Contract, and without limiting any liabilities or other obligations of CONTRACTOR, CONTRACTOR shall obtain and maintain, and/or cause to be obtained and maintained, the required forms and minimum amounts of insurance coverage as outlined below. CONTRACTOR’s responsibility and liability for the services provided by its subcontractors is not limited in any fashion by the types and limits of subcontractor’s insurance. Coverage shall be in full force and effective during the terms of this Contract.

1. All Insurance Coverage

   a. Upon execution of the Contract, all required insurance coverage must be evidenced to the SBCAG through receipt of acceptable certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing full compliance with the insurance requirements.
The words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted from the certificate form’s cancellation provision.

Failure of the SBCAG to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the SBCAG to identify a deficiency from the evidence that is provided shall not be construed as a waiver of CONTRACTOR’s obligation to maintain such insurance.

Certificate(s) of insurance are to be mailed to the following address or such other addresses as may designated by the SBCAG from time to time:

Kent Epperson
SBCAG – Traffic Solutions
260 N. San Antonio Rd. Suite B
Santa Barbara, CA 93110

b. Failure to maintain the required insurance may result in the termination of this Contract at the SBCAG’s option.

c. If the CONTRACTOR fails to maintain the insurance as set forth in this Section, SBCAG shall have the right, but not the obligation, to purchase said insurance at CONTRACTOR’s expense.

d. CONTRACTOR shall provide certified copies of all insurance policies required in this Section within 10 days of the SBCAG’s, or any SBCAG designee’s, written request of said copies.

e. The CONTRACTOR’s insurance company(ies) and third party administrators are subject to approval by the SBCAG as well as any use of partial or full self-insurance programs. This includes the use and amounts of deductibles and/or self-insured retentions.

f. Each insurance policy shall not be subject to lapse, cancellation or material change in coverage unless at least thirty (30) days prior to written notice is
provided to the SBCAG.

g. Each applicable insurance policy shall be written on a primary coverage basis, including any self-insured retentions, unless otherwise specified.

h. Each applicable insurance policy shall include by specific endorsement the following as additional insured:

“The SBCAG and its members, and the SBCAG’s and members’ representatives, agents, officers, employees and directors.”

In addition, any person or entity shall be added as an additional insured upon the request of the SBCAG to the CONTRACTOR.

i. Any failure by the CONTRACTOR to comply with the reporting requirements of the required insurance coverage shall not affect the coverage provided to the SBCAG, the SBCAG’s members, and each of their respective agents, officers, employees and directors.

j. If CONTRACTOR’s liability policies do not contain a separation of insured’s provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

k. To the extent permitted by insurance, CONTRACTOR waives all rights of subrogation or similar rights against the SBCAG and its Members and each of their respective agents, officers, employees and directors.

l. By requiring the insurance in this Section, SBCAG does not represent that coverage and limits will be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR’s liability under the indemnities granted to SBCAG in this Contract.

2. Commercial General Liability Insurance

a. CONTRACTOR shall maintain general liability insurance with a limit of liability not less than $1,000,000 each occurrence. If such insurance contains an aggregate limit, it shall apply separately to this Contract. The insurance shall, at a minimum, cover liability arising from premises, operations, independent CONTRACTORS, products-completed operations,
personal injury, advertising injury and liability assumed under insured contract, including the tort liability of another assumed in a business contract. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution or employment-related practices.

b. Coverage for claims or incidents occurring, but not known, during the policy period will extend for a period of three years past acceptance, termination or cancellation of the work.

3. Automobile Liability Insurance

a. CONTRACTOR shall maintain automobile liability insurance with a limit of liability of not less than $1,000,000 each accident. CONTRACTOR shall also maintain uninsured and underinsured motorist coverage with limits of liability of not less than $300,000 each accident. Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage. Such insurance shall provide pollution liability coverage for covered vehicles.

b. CONTRACTOR shall maintain physical damage coverage for covered vehicles, including collision and comprehensive coverage with deductibles of no more than $5,000 each occurrence.

c. With respect to the SBCAG’s vehicles loaned or leased to CONTRACTOR for the completion of the work, SBCAG shall be named as loss payee. In the event of a loss, CONTRACTOR will be responsible for the cost of repairing or replacing the vehicle with vehicles of like kind and quality.

4. Workers Compensation Insurance

CONTRACTOR shall maintain workers compensation and employers liability insurance in accordance with the Federal and State statutes having jurisdiction over the employees where the work is performed. The limits of liability for employers’ liability coverage shall not be less than $1,000,000 each accident for bodily injury by accident and $1,000,000 each employee for bodily injury by disease. **Workers Compensation Insurance is not required for sole proprietor CONTRACTORS or subcontractors.**
5. Property Insurance

a. CONTRACTOR shall maintain insurance to cover SBCAG’s real and personal property in the care, custody and control of the CONTRACTOR. Insurance shall cover the replacement cost of the property and shall name the SBCAG as loss payee.”

6. Professional Liability

a. CONTRACTOR shall maintain professional liability insurance, appropriate to the CONTRACTOR’s profession, covering errors and omissions arising out of the CONTRACTOR’s Work, or services of any person employed by the CONTRACTOR, or any person for whose acts, errors, mistakes or omissions the CONTRACTOR may be legally liable with a limit of liability of not less than $1,000,000. If such insurance contains an aggregate limit, it shall apply separately to this Contract. This insurance may not exclude bodily injury, property damage or contractual liability for this Contract.

b. Coverage for claims or incidents occurring, but not known, during the policy period will extend for a period of at least three (3) years past acceptance, termination or cancellation of the Work.

W. INDEMNITY AND HOLD HARMLESS

The successful PROPOSER agrees to indemnify, defend, save and hold harmless SBCAG and its members, officers, agents, CONTRACTORs and employees from and against any and all claims, demands, losses, damages, expenses, liabilities, suits, actions, proceedings, or costs of every kind and description (including attorneys fees) arising, in whole or in part, from successful PROPOSER’S performance under this Contract.

Without limiting the broad scope of the indemnity provision set forth in the above paragraph, said indemnity includes, but is in no way limited to, claims, demands, losses, damages, expenses, liabilities, suits, actions, proceedings, or costs of every kind and description (including attorneys fees) arising from:

1. The injury to or the death of any person or the loss of or the damage to any property when such injury, death, loss, or damage is due, in whole or in part, to
the negligent, intentional or willful act or omission of successful PROPOSER or of successful PROPOSER’S officers, agents, or employees.

2. The successful PROPOSER’S employment agreements or contracts, out of salary, fringe benefit, retirement benefit, layoff, demotion, promotion, termination or other internal personnel disputes between successful PROPOSER and any of its officers, agents, or employees, whether brought individually, as a group, or as a labor bargaining or negotiating unit or entity.
ATTACHMENT A

SAMPLE LETTER OF ASSURANCE

(name of firm) certifies that the price submitted was independently arrived at without collusion, and agrees to:

1. Comply with the SBCAG’s monitoring activities.
2. Comply with the SBCAG’s auditing activities.
3. Comply with the SBCAG’s contract provisions as agreed to by the PROPOSER and the SBCAG during contract negotiations.
4. Provide services as required by the Scope of Work of the Contract.

(name and title of officer)

Further certifies that it's Officers and/or legal Council has reviewed the proposed scope of work and financial and budget information with the proposal in which this letter of Assurance is included.
### ATTACHMENT B

**Telework and Flexible Work Schedule Technical Assistance Cost Proposal**

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours (If Applicable)</th>
<th>Avg. Hourly Rate for each assigned consultant staff (If Applicable)</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td><strong>Task 1.0:</strong> Employment and Commute Patterns</td>
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<tr>
<td><strong>Task 2.0:</strong> Developing Training Program</td>
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<tr>
<td><strong>Task 3.0:</strong> Recruit Employers</td>
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<td><strong>Task 4.0:</strong> Assist with Implementation of Programs</td>
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<tr>
<td><strong>Task 4.0 Subtask A:</strong> Design &amp; Offer Technical Telework Support</td>
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<tr>
<td><strong>Task 4.0 Subtask B:</strong> Conduct Pre- and Post Surveys</td>
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<td><strong>Task 5.0:</strong> Develop Case Studies and Reports Based on Evaluation and Surveys</td>
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<td><strong>Task 6.0:</strong> Assist in Organizing Forum</td>
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<td><strong>Task 7.0:</strong> Website Assistance</td>
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<td><strong>Task 8.0:</strong> Prepare Monthly Reports</td>
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<tr>
<td>Task 9.0: Train SBCAG Traffic Solutions Staff</td>
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<tr>
<td>Task 10</td>
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<tr>
<td>Total Cost Proposal</td>
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<td>$ 95,000.00</td>
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SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS – TRAFFIC SOLUTIONS REQUEST FOR PROPOSALS TELEWORK AND FLEXIBLE WORK SCHEDULE TECHNICAL ASSISTANCE
ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

SBCAG Traffic Solutions
Santa Barbara, CA

REQUEST FOR PROPOSAL
SUBJECT MATTER - TELEWORK AND FLEXIBLE WORK SCHEDULE TECHNICAL ASSISTANCE
OPENING DATE AND TIME - FEBRUARY 18, 2004 5:00 P.M. PST

(1) The prospective lower tier participant (bidder for a federally funded project) certifies, by submission of this proposal and certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE LOWER TIER PARTICIPATION (bidder for a federally funded project), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official ___________________________ Date ____________

Title ___________________________

________________________________________
Company Name

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS – TRAFFIC SOLUTIONS
REQUEST FOR PROPOSALS
TELEWORK AND FLEXIBLE WORK SCHEDULE TECHNICAL ASSISTANCE

Page 27
ATTACHMENT D

RESPONSES TO QUESTIONS REGARDING
THE TELEWORK TECHNICAL ASSISTANCE RFP
Date: 3/03/04
(AMENDED 3/08/04)

(Note: Questions are written verbatim)

1. As Teletrips is the supplier of proprietary web based TDM / VTR software may we team with more than one or all RFP respondents?

ANSWER: Yes.

2. Does SBCAG Traffic Solutions have a real time traffic simulation model that would require real time input data from teleworkers and flex schedule workers to adjust systems demand?

ANSWER: SBCAG does not have a real time traffic simulations model that would require real time input data, however, traffic counts by time of day at major intersections along Highway 101 are available and will be used to target employees for the telework and flexible work schedule programs.

3. Are participating employers expected to pay for telework infrastructure tools, work and business process restructuring, and employee screening / training? Or should the bidders find additional funding sources?

ANSWER: Employers will be expected to pay for infrastructure tools and equipment. However, the consultant will be available for business consulting, employee screening and employee training. The consultant is not expected to find additional sources of funding but may do so if recommended.

4. As many private sector CEO’s may attribute much of the reported employee productivity gains and the moral improvements to the “Hawthorne Effect”, I ask if the scoring of experience includes the durability of savings realized in past programs?

ANSWER: The Qualifications/Experience scoring criterion will measure the firm’s proven track record of successful, proactive and responsive experiences working with teleworkers and companies with such programs. The “durability of savings” from past programs will also be considered in this scoring criterion. Bidders can decide whether or not to include gains associated with the “Hawthorn Effect.”

5. Many of the past Telework programs go through rigorous screening and selection processes to find only “self motivated and self starters” who can work well
unsupervised, thereby limiting potential telework candidates to a small percentage of employees (perhaps less than 20%). Does the RFP scoring place more emphasis on restructuring the business processes for telework and remote supervision than on psychological testing for specific personalities?

**ANSWER:** SBCAG Traffic Solutions will score the proposals based on the firm’s proven track record of successful, proactive and responsive experiences working with teleworkers and companies with such programs. Bidders should indicate which approach they believe to be the most effective and describe their experience using this approach.

6. As telework is very much an online web based activity and often done from the employee’s home, is added emphasis given to online training rather than face to face training? How significant is this capability?

**ANSWER:** SBCAG Traffic Solutions prefers face to face employee training. However, if the bidders can offer other training approaches that are equally as effective, please specify this in your proposal.

7. As sustainable TDM / VTR programs require constant feedback to the peer groups as well as participants, and CEO’s are generally reluctant to publish profits or profit gains, a significant PR component seems to be missing in the RFP. Considering that most (early adopter) participating CEO’s / employers will commit time and resources primarily to be, and be perceived as “Good Corporate Citizens” is there additional funds for community outreach and PR? Or is this expected to be part of the proposal? If part of the proposal where is this weighted in the evaluation and selection scoring?

**ANSWER:** Task 3 and Task 6 are both intended to include public relations work and community outreach. Public relations and community outreach will be a cooperative effort shared between the consult and SBCAG Traffic Solutions. In some cases it may be most appropriate and effective for the consultant to be involved and other times it may be more appropriate for SBCAG Traffic Solutions to be involved. SBCAG Traffic Solutions will look to the consultant for recommendations on paid advertising for the program. Paid advertising will be funded by SBCAG Traffic Solutions.

8. Eventual roll out from the pilot may require development of “Telecommute Incentives”, offered by Federal and State agencies. Does the pilot anticipate progress reporting and promotion to assist in the development of new sources of funding?

**ANSWER:** If the proposer believes this to be an effective use of time and effort, please specify this in your proposal.
9. Will Traffic Solutions assist in recruiting the employers? What resources will be made available to the contractor for identifying appropriate employers?

ANSWER: SBCAG Traffic Solutions will assist in the recruiting of employers in two ways. First, SBCAG Traffic Solutions will conduct an initial employer survey to assess current telecommuting and the potential for future telecommuting. This survey will help to identify potential pilot program employers. SBCAG Traffic Solutions will look to the consultant to assist in the development of the survey instrument. Second, Traffic Solutions will organize and pay for a recruiting process kick-off campaign. The consultant will take the lead on contacting potential participants. However, SBCAG Traffic Solutions staff will also be available to support this effort.

10. Is the expectation that of the 10 employers, some will adopt telework programs and others will adopt flexible work schedules? Will employers be allowed to implement both types of programs as part of this process?

ANSWER: Yes. Employers will be able to implement one or both of the two programs.

11. Will the contractor be penalized if despite due diligence ten employers are not recruited?

ANSWER: No penalties will be assessed. However the contractor is expected to complete the recruitment process as agreed upon in the contract.

12. Will Traffic Solutions print training guides?

ANSWER: SBCAG Traffic Solutions is focusing on website information and support rather than printed materials. If deemed necessary and beneficial a printed training guide can be produced by SBCAG Traffic Solutions. The contractor will be responsible for providing the content for all training materials. However, the design and layout of website materials and/or printed materials will be handled by SBCAG Traffic Solutions.

13. Are references required for subcontractors?

ANSWER: Yes.

14. Could you please clarify how the Property Insurance clause (page 19) applies to this project?
15. Is 1 set or are 9 sets of the 10 pages of sample materials required?

ANSWER: Each set of materials will be distributed to each of the members of the evaluation committee. Please include 9 sets of the sample materials so that each member of the evaluation committee can receive copies of all sample materials.

16. In this type of consulting service usually only professional liability and sometimes auto insurance are required. Can the insurance requirements be negotiated? For example:

Omit #2. General Commercial Liability Insurance because Professional Liability covers CONSULTING services.

Omit #3. Workers Compensation insurance for companies that do not have employees.

Omit #5 Property Insurance since technical assistance would not require having "care, custody or control" of SBCAG property.

ANSWER: Professional Liability Insurance coverage in an amount of not less than $1,000,000 combined single limit and in the aggregate is acceptable. SBCAG Traffic Solutions’ Workers Compensation Insurance policy does not cover claims made by contractors. Although The State of California does not require Workers Compensation Insurance for sole proprietors, Workers’ Compensation Insurance is only required for employees employed by the consultant. SBCAG Traffic Solutions is requiring that all workers conducting work for SBCAG under this contract be covered by Workers Compensation Insurance. After further consideration, the property insurance requirement under Section V.5. Property Insurance of the RFP has been removed.

17. The RFP is vague as to the ultimate minimum acceptable number of active telecommuters and employers at the end of the project. Is the RFP simply for a level of effort or are there a specific minimum required number of telecommuters and/or combination of employers to satisfy the project requirements?

ANSWER: At this time, the only specific goal for the pilot program is to establish ten telework and flexible work schedule pilot programs in the County. Once a baseline survey is conducted and a consultant is hired, SBCAG Traffic Solutions will work with the consultant to establish a minimum participation goal for the pilot program.

18. Are the participating employers/telecommuters to be solely from the private sector

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS – TRAFFIC SOLUTIONS REQUEST FOR PROPOSALS TELEWORK AND FLEXIBLE WORK SCHEDULE TECHNICAL ASSISTANCE
or is it possible to include public sector organizations/employees as well?

ANSWER: It is expected that both private and public sector employers will be involved in the pilot program.

19. Task 1: Does SBCAG have current origin-destination survey data on the Route 101 corridor? Does SBCAG or Santa Barbara County government have current employer demographic and trend data? That is, are the data for Task 1 reasonably available or must the consultant engage in one or more surveys to acquire the information?

ANSWER: This data is reasonably available. The only additional survey that may be needed is an initial baseline telework survey. The consultant may be asked to assist in the development of the survey instrument, however, SBCAG Traffic Solutions will conduct and compile the data from the survey.

20. Task 2: If the consultant already has developed proven, although proprietary, training materials and methods, can they be used, on a licensed basis, to satisfy the task requirements?

ANSWER: Proprietary materials can be used, however SBCAG hopes to use the materials and tools developed for the phase 1 pilot program for future phases of the telework program. If the proposer intends to use these materials, they must specify the fees for the continued use of these materials beyond the pilot program and the cost to purchase them outright.

21. Task 3: The preamble to the RFP states that “SBCAG Traffic Solutions staff will recruit” the employers. Task 3 requires the consultant to recruit the employers. To what extent will SBCAG Traffic solutions staff contribute to the recruitment process?

ANSWER: See answer for question 9.

22. Task 4A: Is some level of cost sharing between SBCAG and employers a possibility for this task? That is, if the level of assistance needed by employers exceeds the available budget for the assistance portion of the project can the employer(s) be billed for the difference? Similarly, does the SBCAG envision some standard package of assistance, or assistance budget limit, for each participating employer?

ANSWER: SBCAG Traffic Solutions does not have additional resources to pay for consulting services for the employers. SBCAG Traffic Solutions will look to the consultant for recommendations regarding the package of assistance offered to the employers. If an employer requires additional training beyond that which is offered under this contract, the employer may request these services and be billed directly by the consultant.
23. Task 4A: Is the consultant to do the training of the selected employer personnel or is the consultant’s role limited to advising SBCAG staff on training procedures and/or training SBCAG staff?

**ANSWER:** The consultant is responsible for training the selected employer personnel and training SBCAG staff.

24. Task 4B: If the consultant already has standard, proprietary survey instruments for the required data can these be used on a licensed basis, thereby allowing the consultant to retain intellectual property rights?

**ANSWER:** See answer to question 20.

25. The overall Phase I project is projected to last 24 months but the description of Task 10 specifies a 12 to 18 month timeline and budget. Is Task 10 to be completed 6 months after the start of the project or should a timeline and budget be part of the proposal, with Task 10 merely as a 6-month update? Or should the project be viewed as comprising a 6 to 12 month employer recruiting period followed by the active telecommuting for the rest of the 24-month period, in which case the timeline and budget of Task 10 focuses on the implementation phase?

**ANSWER:** After further consideration, the 18-month contract term has been expanded to 24-months. Task 10 should include a 24-month timeline and budget for the entire consulting contract, including recruitment, implementation and final report. It is estimated that recruitment will take approximately 6 – 12 months and the pilot programs will take place over 12 months. SBCAG Traffic Solutions will look to the contractor for recommendations regarding the program schedule.

26. Does the 15 page proposal length limitation include the required attachment pages?

**ANSWER:** The 15 maximum proposal length does not include the attachment pages.

27. Are the printing costs for any training materials required (workbooks, etc.) covered by SBCAG, the participating employer or the telework consultant?

**ANSWER:** See answer to question 12.

28. In Task 2 it is mentioned that "in creating the training materials we will draw from existing materials used in other demographically similar cities." Are these training materials you already have approval to use from other cities, or can we use our own training materials.
ANSWER: We already have approval to use some materials, but the consultant may use their own training materials. SBCAG Traffic Solutions wishes to use these materials beyond the pilot program. The proposals shall indicate what materials are proprietary and would require license fees to use beyond this consulting contract.

29. In order to properly estimate the amount of time required for teleworker and management training, how many employees from each organization need to be part of the telework program for that organization to be eligible for the pilot program?

ANSWER: See answer to question 17.

30. Will SBCAG be covering the advertising/promotion costs for the recruiting portion of the pilot program? (i.e., direct mail pieces, radio spots, etc.)

ANSWER: SBCAG Traffic Solutions will be covering the cost of advertising/promotional costs such as direct mail, radio, etc.

31. Does implementation of the pilot program happen simultaneously after all employers have been selected, or is this process staggered as each employer is selected for the program?

ANSWER: SBCAG Traffic Solutions will look to the consultant for recommendations on the implementation phasing of the pilot programs.

32. Will each organization in the pilot program be responsible for covering the costs of purchasing and implementing any technology and equipment they might need? For example, they may require certain hardware, software or consulting to support their telework efforts and provide remote access to company resources.

ANSWER: The pilot program support will be limited to consulting services. No software or hardware will be provided to the employers.

33. Regarding the website assistance in Task 7, will this website only be used to post the results of the program upon its completion, or can it be developed earlier in this project to be used as part of the recruiting phase? If it is to be used in the recruiting phase, will we be able to contribute to the content?

ANSWER: It can be developed early as part of the recruiting phase and the consultant will be able to contribute to the content. The design and layout of the website will be handled by SBCAG Traffic Solutions.

34. Regarding training the SBCAG staff, how many people from your staff would require
training?

ANSWER: Two to three staff members will require training.

35. For consultants that are located outside the area, should we add a line item to the cost proposal (attachment B) for travel expenses?

ANSWER: If travel costs are broken out separately, they should be broken out for each of the tasks.