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STAFF REPORT

SUBJECT: 2007 Commuter Profile Contract

MEETING DATE: October 19, 2006

AGENDA ITEM: 6 B

STAFF CONTACT: Kent Epperson

RECOMMENDATION:

Authorize the chair to execute an agreement with Strategic Consulting and Research (SCR) to complete a commuter profile survey at a cost not to exceed \$80,330 of which \$60,000 will be funded by SBCAG.

SUMMARY:

In 2002, SBCAG, VCTC and San Luis Obispo Regional Rideshare jointly conducted the first Commuter Profile random telephone survey in Santa Barbara, Ventura and San Luis Obispo Counties. The survey replaced the biannual employer surveys that were conducted on a voluntary basis by employers throughout the county. Although the survey was to be conducted every other year, due to limited financial and staff resources in 2004, the Commuter Profile was not conducted. At the August 2006 SBCAG Board meeting, the Board authorized the release of a Request for Proposals for a 2007 Commuter Profile. Eight proposals were submitted by the deadline. A selection committee made up of representatives from SBCAG, VCTC and San Luis Obispo have reviewed and scored the proposals. The selection committee is recommending that SBCAG enter into a contract with SCR for an amount not to exceed of \$80,330 to conduct the 2007 Commuter Profile. \$60,000 of the project will be paid for by SBCAG, with the remaining \$20,330 being paid for by VCTC and SLO Regional Rideshare. These funds are included in the adopted SBCAG 06/07 budget.

DISCUSSION:

In 2002, SBCAG, VCTC and San Luis Obispo Regional Rideshare jointly conducted the first Commuter Profile random telephone survey in Santa Barbara, Ventura and San Luis Obispo Counties. The survey replaced the biannual employer surveys that were conducted on a voluntary basis by employers throughout the county. The 2002 Commuter Profile has been a highly referenced document as it is the only survey that provides a comprehensive snapshot of commute behavior in and out of Santa Barbara County.

Member Agencies

Buellton ■ Carpinteria ■ Goleta ■ Guadalupe ■ Lompoc ■ Santa Barbara ■ Santa Maria ■ Solvang ■ Santa Barbara County

Although the survey was to be conducted every other year, due to limited financial and staff resources a 2004 Commuter Profile was not conducted.

At the August 2006 SBCAG Board meeting, the Board authorized the release of a Request for Proposals for a 2007 Commuter Profile. The 2007 Commuter Profile is a jointly coordinated and funded project with VCTC and the San Luis Obispo County Regional Rideshare (SLO) organization, with SBCAG contributing approximately 75% of the funds for the survey and the remaining 25% from VCTC and SLO Regional Rideshare. SBCAG is the primary funding partner because the survey includes all Santa Barbara commuters within Santa Barbara County and to and from both neighboring counties whereas a significant number of SLO and Ventura County destined commuters will be excluded from the survey making it a less than complete commuter survey for VCTC and SLO Regional Rideshare.

The Commuter Profile has four primary purposes; for transportation planning purposes, rideshare planning and marketing purposes, and to identify commute trends and job/housing imbalances. The target universe of the survey are residents of 18 years of age or older that work 35 hours or more. The telephone survey questions are nearly identical to the 2002 Commuter Profile in order to provide a comparable set of data in which to compare to the 2002 Commuter Profile. Surveys will be conducted in the evening and on weekends beginning in November. A sample size of 3,000 is needed to provide a sampling accuracy of +/- 2.3% at a 95% confidence level.

Eight proposals were submitted for the RFP, seven of which were considered responsive proposals. The proposals were evaluated by a three member evaluation committee comprised of one representative from SBCAG, one representative from SLO Regional Rideshare and one representative from VCTC. Proposals were evaluated based on the Proposals Completeness (15 points), Telephone Survey Experience (25 points), Data Analysis Experience (15 points), Post Delivery Support Services (10 points) and Cost (35 points). All seven proposals were priced below the project budget. The following is the ranking of the proposals:

<u>Firm</u>	<u>Ranking</u>
Strategic Consulting and Research	1
Baxter Strategies Incorporated	2
Field Research Corporation	3
Strategic Research Group	4
Vantage Marketing	5
CareCall	6
UCSB Social Science Survey Center	7
Strategic Transportation Initiatives	Non Responsive

The selection committee unanimously recommends Strategic Consulting and Research (SCR) for the contract. SCR is a full service research firm that specializes in transportation research. They have conducted over 100 transportation surveys including the four most recent State of the Commute Studies for the Southern California Association of Governments (SCAG). SCR also completed the 2002 Commuter Profile for SBCAG. SCR is recommended by the selection committee due to their strong experience in transportation surveys as well as their lower priced proposal.

COMMITTEE REVIEW: An ad hoc selection committee comprised of representatives from SBCAG Traffic Solutions, SLO Regional Rideshare staff and VCTC staff reviewed the proposals recommends approval of the contract with SCR.

ATTACHMENTS: ATTACHMENT A: 2007 Commuter Profile Contract

ATTACHMENT A
AGREEMENT BETWEEN
THE SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
AND
STRATEGIC CONSULTING & RESEARCH
FOR
PROFESSIONAL AND TECHNICAL SERVICES

THIS AGREEMENT, entered into by the Santa Barbara County Association of Governments (hereinafter referred to as SBCAG) and Strategic Consulting & Research, a division of Redhill Group, Inc. (hereinafter referred to as CONSULTANT).

WITNESSETH THAT:

WHEREAS, SBCAG desires to engage CONSULTANT to render professional and technical services to conduct a commuter profile telephone survey of Santa Barbara, Ventura and San Luis Obispo counties.

WHEREAS, CONSULTANT has demonstrated its qualifications and willingness to provide the services and undertake the work hereinafter described;

NOW, THEREFORE, the parties do mutually agree as follows:

Article 1 – Statement of Work

CONSULTANT shall do, perform and conduct in a satisfactory manner, as determined by SBCAG, the services set forth in Appendix A, Scope of Services, of this agreement and in accordance with CONSULTANT'S proposal dated September 14, 2006. Appendix A is attached hereto and by reference incorporated herein and made part of this agreement. CONSULTANT'S proposal is incorporated by reference.

Article 2 – Time of Performance

The services of CONSULTANT are to commence after this agreement has been executed and notice to proceed has been issued to CONSULTANT by SBCAG. All work described herein shall be completed within six (6) months from the date of the notice to proceed.

Article 3 – Personnel

CONSULTANT represents that it employs, or will employ at its own expense, the personnel required to perform the services under this Agreement. CONSULTANT specifies that the following staff shall be assigned to perform services specified herein:

Mark McCourt, Project Director	Carri Tonnemacher, Project Manager
Juan Basurto, Operations Supervisor	Crystal Abbott, Assistant Project Mgr.

CONSULTANT'S staff assignments shall not be changed without the prior consent of SBCAG.

Article 4 – Compensation

CONSULTANT agrees to perform for the benefit of SBCAG all of the services set forth and described in Appendix A of the agreement. For the performance of the services, SBCAG agrees to pay CONSULTANT in accordance with the compensation set forth in Appendix B, Compensation, attached hereto and by reference incorporated herein and made part of this Agreement. Total compensation paid by SBCAG to CONSULTANT shall not exceed \$80,330. Said compensation includes all costs for direct and indirect labor charges, expenses, overhead, fee and profit.

Article 5 – Payment

Payments made under this agreement shall be in arrears and invoices may be submitted at such intervals as CONSULTANT deems practical, but no more frequently than once a month. Invoice amounts shall not exceed actual costs incurred by CONSULTANT and shall be in proportion to the amount of work completed. Invoices submitted by CONSULTANT shall include a brief progress report. SBCAG shall reimburse CONSULTANT within thirty (30) days of receipt of an acceptable invoice. SBCAG shall withhold payment of final 10% of contract amount pending completion of project and final reports.

Article 6 – Reports

Upon completion of all services, CONSULTANT shall submit to SBCAG a final report in the form of a letter certifying completion of all the tasks set forth and described in Appendix A of this agreement.

Article 7 – Subcontractors

No work shall be assigned to any subcontractor unless prior written approval has been granted by SBCAG

Article 8 – Insurance

CONSULTANT shall procure and maintain the following required insurance coverage during performance of this agreement:

a. Workers' Compensation Insurance with an insurance company acceptable to SBCAG. Statutory Workers' Compensation and employer's liability Insurance, with limits of at least One Million Dollars (\$1,000,000), shall cover all employees while performing any work incidental to the performance of this agreement.

b. General and Automobile Liability Insurance with an insurance company or companies acceptable to SBCAG. General Liability Insurance shall include personal injury liability with employee exclusion (c) deleted and shall afford coverage for all premises and operations of the CONSULTANT and/or agents or subcontractors of CONSULTANT. Automobile Liability Insurance shall cover all non-owned motor vehicles which are operated on behalf of CONSULTANT pursuant to activities hereunder. SBCAG, its officers, employees and agents shall be named as additional insured. The limit of liability of said policy or policies for general and automobile liability shall be at least Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage. Personal injury coverage shall also be in the amount of at least Five Hundred Thousand Dollars (\$500,000) per person aggregate. Said policy or policies shall contain a provision or endorsement that the insurance as is afforded by this

policy shall be primary and contributory to the full limits stated in the declarations, and if SBCAG has other valid and collectible insurance for a loss covered by the policy, that other insurance shall be excess only.

Current certificates for required insurance shall be maintained at all times during performance of this agreement in the SBCAG office as a condition precedent to payment by SBCAG under this agreement. Failure to comply with the insurance requirements shall place CONSULTANT in default. Upon request by SBCAG, CONSULTANT shall provide certified copies of any insurance policies to SBCAG within ten (10) working days. The policies of insurance shall provide that no cancellation, major changes in coverage, or expiration shall be effective or occur until at least THIRTY (30) days after receipt of such notice by SBCAG.

Article 9 – Responsibility for Claims and Liabilities

CONSULTANT shall defend, at its sole expense, any claim or suit against SBCAG their subsidiaries and their officials alleging injury or loss (including without limitation bodily injury, death, personal injury or property damage) directly resulting from the negligent acts or omissions of CONSULTANT, its employees or SUBCONTRACTORS in the course of CONSULTANT'S performance hereunder (and without any contributory or collateral negligence on the part of the above named entities, their subsidiaries, officials, contractors, agents or volunteers) and CONSULTANT shall pay all costs (including reasonable legal costs) and damages finally awarded; provided that CONSULTANT is given prompt written notice of such claim or suit and, further, that CONSULTANT shall be given necessary information, reasonable assistance, and the sole authority to defend or settle such claim or suit.

Article 10 – Assignability

Without the written consent of SBCAG, this agreement is not assignable by contract either in whole or part.

Article 11 – Termination of Contract for Cause

If, through any cause, CONSULTANT shall fail to fill in a timely and proper manner its obligations under this contract, or if CONSULTANT violates any of the covenants, agreements, or stipulations of this Agreement and fails to cure or correct such failure or violation within 15 days of written notice of the same, SBCAG shall thereupon have the right to terminate this contract by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, and reports prepared by CONSULTANT shall, at the option of SBCAG, become its property, and CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, CONSULTANT shall not be relieved of liability to SBCAG for damages sustained by SBCAG by virtue of any breach of the contract by CONSULTANT.

Article 12 – Termination of Contract for Convenience

SBCAG may terminate this contract at any time by giving written notice to CONSULTANT of such termination. The date of termination shall be the date of notice of termination. In that event, all finished or unfinished documents and other materials shall, at the option of SBCAG, become its property. If the contract is terminated by SBCAG as provided herein, CONSULTANT shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this contract, less payments of compensation previously made.

Article 13 – Contract Changes

SBCAG may, from time to time, require changes in the scope of the services CONSULTANT is to perform or changes in other Articles of this agreement, including any increases or decreases in the amount of CONSULTANT'S compensation. Such changes which are mutually agreed upon by and between SBCAG and CONSULTANT, shall be incorporated in written amendments to this contract. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Amendments inconsistent with the provisions and intent of this agreement may not be utilized.

Article 14 – Access to Records

CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred including support data for cost proposals and to make such material available at their respective offices at all reasonable times during the contract period, and for four (4) years from the date of final payment under the contract, for inspection by any authorized representative of SBCAG, the State, the Bureau of State Audits, or the Department of Housing and Community Development. Copies of such material shall be furnished if requested.

Article 15 – CONSULTANT Warranty

CONSULTANT warrants that he has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage, fee, gifts, or other consideration, contingent upon resulting from the award or making of this contract. For breach or violation of this warranty, SBCAG shall have the right to annul this contract without liability, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Article 16 – Equal Employment Opportunity and Nondiscrimination

CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.405(b). During the performance of this agreement, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- A. Compliance with regulations: CONSULTANT 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 (herein referred to as the Regulations), which are herein incorporated by reference and made part of this contract.
- B. Nondiscrimination: During the performance of this contract, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant

for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. CONSULTANT and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- C. Solicitations for Subcontractors, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONSULTANT for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT'S obligations under this agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. Information and Reports: CONSULTANT 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, and its facilities as may be determined by SBCAG to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to SBCAG, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, SBCAG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to CONSULTANT under this Agreement until CONSULTANT complies and/or
 - 2. Cancellation, termination or suspension of the Agreement in whole or part.
- F. Incorporation of Provisions: The consultant shall include the provisions of Article 16 (A) through (F) of this agreement term in every subcontract, including procurement of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement as SBCAG may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONSULTANT may request SBCAG to enter into such litigation to protect the interests of SBCAG, and in addition, CONSULTANT may request the United States to enter into such litigation to protect the interest of the United States.

Article 17 – American with Disabilities Act (ADA) of 1990

By signing this agreement, the CONSULTANT assures the state that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Article 18 – National Labor Relations Board Certification

The CONSULTANT, by signing this agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Courts has been issued against the CONSULTANT within the immediately preceding two-year period because of the CONSULTANT’S failure to comply with an order of a Federal Court which orders the CONSULTANT to comply with an order of the National Labor Relations Board (Public Contract Code Section 10296).

Article 19 – Drug –Free Certification

By signing this agreement, the CONSULTANT hereby certifies under penalty of perjury under the laws of the State of California that the contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person’s or organization’s policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on the proposed contract will:
 - 1. Receive a copy of the company’s drug-free workplace policy statement; and
 - 2. Agree to abide by the terms of the company’s statement as a condition of employment on the contract.

Article 20 – Ownership of Documents and Data

All documents, records, reports, or other data developed by CONSULTANT shall become the property of SBCAG when prepared, whether delivered to SBCAG or not.

Article 21 – Notices

Any notices required or permitted to be given pursuant to this agreement shall be given to the following:

To SBCAG: Santa Barbara County Association of Governments
260 N. San Antonio Rd. Suite B
Santa Barbara, CA 93110
Attention: Kent Epperson, TDM Administrator

To CONSULTANT: Strategic Consulting & Research
18008 Skypark Circle, Suite 145
Irvine, CA 92614
Attention: Mark McCourt, President

IN WITNESS WHEREOF, SBCAG and CONSULTANT have executed this agreement.

SANTA BARBARA COUNTY ASSOCIATION OF
GOVERNMENTS

STRATEGIC CONSULTING & RESEARCH

Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

Kevin Ready, Sr.
Deputy County Counsel

APPENDIX A

Scope of Services

<u>Task</u>	<u>Description</u>
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1. Prepare final survey instrument: The consultant will prepare the final survey instrument in consultation with an ad hoc advisory committee convened by SBCAG.
2. Conduct telephone survey: The consultant will identify and interview 3,000 randomly selected employed residents of Ventura, Santa Barbara and San Luis Obispo counties who are at least 18 years of age and represent the geographic distribution of the region's population.
3. Analysis and reporting of results: The consultant will compile and analyze the survey results and prepare a written report. The report shall extrapolate the data using census data and will make comparisons to the 2002 Commuter Profile. SBCAG will be provided with three copies of all data tabulations and cross-tabulations. The tabulation reports shall include two pages of cross-tabulations for each question. Each page will include up to 23 banner lines. Additionally, three copies of the survey data file shall be provided to SBCAG in MS Excel or Access format.
4. Presentation of results: The consultant shall prepare and present multimedia reports of the survey results to the SBCAG and provide a PowerPoint presentation to Ventura County Transportation Commission and the San Luis Obispo Council of Government boards.
5. Meetings with SBCAG staff: The consultant shall meet a minimum of one time by phone with the project team prior to completing the survey and additional phone follow-up SBCAG staff if needed.

APPENDIX B

Compensation

Labor	\$71,109
Calling List	\$1,806
Travel	\$113
Profit	<u>\$7,303</u>
Total	\$80,330

Total Compensation includes direct and indirect labor charges, overhead, fee, profit, and direct expenses (including but not limited to subcontractor and vendor costs, travel, telephone, photocopying and postage). Total compensation is based upon a survey sample size of 3,000 interviews and an average survey interview duration of 8 minutes.