REGION 8
NEW YORK STATE DEPARTMENT OF TRANSPORTATION

F.A. NO.: 8820(387)                      P.I.N.: 8820.38

COMPTROLLER'S CONTRACT NO. C030711

PROJECT: Integrated New York Commuter & Traveler Assistance Program Services for NYSDOT (Region 8 TDM Services)

This Agreement made this Twenty Second day of December, 2009 pursuant to Section 14 of the Transportation Law, by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as the "STATE") acting by and through the New York State Department of Transportation (hereinafter referred to as "STATE" or "DEPARTMENT") whose Main Office is located at 50 Wolf Road in the County of Albany, State of New York 12232, and

MetroPool, Inc.
One Landmark Square
Stamford, CT 06901

(herinafter referred to as "CONSULTANT")

WITNESSETH:

WHEREAS, the STATE desires the CONSULTANT because of its ability and reputation, to perform the services hereinafter mentioned upon the PROJECT which is fully described in SCHEDULE A and SCHEDULE B and the CONSULTANT agrees to provide these services.

NOW, THEREFORE, the parties hereto, for the consideration hereinafter named, do agree as follows:

ARTICLE 1. PERFORMANCE OF WORK.

Subject to the provision of ARTICLE 14 hereof, the CONSULTANT shall perform all of the work described in SCHEDULE A and SCHEDULE B generally in accordance with the CONSULTANT'S PROPOSAL and cause such work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this CONTRACT. The CONSULTANT shall perform the work in accordance with professional standards and with the diligence and skill expected of a company with extensive experience in the performance of work of the type described in SCHEDULE A. The CONSULTANT shall furnish such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the work in accordance with this AGREEMENT. It is understood and agreed that Mr. John Lyons shall serve as the CONSULTANT's Project Manager and as such
shall have the responsibility for the overall supervision and conduct of the work on behalf of the CONSULTANT and that the persons described in SCHEDULE A and SCHEDULE B shall serve in the capacities described therein. Any change of key project personnel by the CONSULTANT shall be subject to the prior written approval of the STATE. The STATE reserves the option to extend the terms and conditions of this CONTRACT to any other state agency in New York subject to the approval, of all necessary state officials.

The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the STATE.

ARTICLE 2. DOCUMENTS FORMING THE CONTRACT.

The contract documents shall be deemed to include this AGREEMENT, SCHEDULE A (including EXHIBITS), SCHEDULE B, the CONSULTANT’s Proposal and the State’s RFP, and the provisions required by law to be inserted in the AGREEMENT as set forth in APPENDIX AA attached.

ARTICLE 3. INSPECTION.

The duly authorized representatives of the STATE, and on Federally aided projects, representatives of the Federal Highway Administration, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 4. TERM OF THE AGREEMENT.

The CONSULTANT agrees that the base term of the AGREEMENT shall be 36 months from January 1, 2010 to December 31, 2012. Additionally, this AGREEMENT may be extended for up to two one-year periods based on need and performance as determined by the STATE and approved by the Office of the State Comptroller.

ARTICLE 5. MAXIMUM AMOUNT.

Item I The maximum aggregate amount payable by the State to the CONSULTANT hereunder for the performance and completion of the work is $1,329,000 unless increased by a supplemental agreement. It is understood and agreed that the STATE is under no obligation to make a minimum number of work assignments and will only reimburse the CONSULTANT for approved costs incurred in the performance of authorized project assignments.

Item II The CONSULTANT specifically agrees that the AGREEMENT shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the STATE beyond the monies available for the purpose.

ARTICLE 6. PROVISION FOR PAYMENT.

The STATE shall pay to the CONSULTANT, and the CONSULTANT agrees to accept as full compensation for his services under this agreement:
Item I  Specific Hourly rates of pay shown in SCHEDULE B for employees assigned to this PROJECT. The Specific Hourly rates are not subject to audit, however, the number of hours charged is subject to audit. If the AGREEMENT is extended beyond December 31, 2012, then the Specific Hourly Rates of pay shown in SCHEDULE B will be increased annually by the higher of either the percent change for the Producer Price Index – Architectural, Engineering and Related Services (Series ID: PCU5413--5413--) for the most recent 12 month period as calculated by the U.S. Department of Labor - Bureau of Labor Statistics, or 3%.

Item II  Actual Direct Non-Salary Costs incurred in fulfilling the terms of this AGREEMENT are subject to audit. Such costs may include, but are not necessarily limited to those shown in SCHEDULE B. All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the prevailing maximum rates established by the State Comptroller.

Item III Lump Sum assignment provision for payment shown in SCHEDULE B for task assignments and third party service contracts under this PROJECT – based upon not to exceed Specific Hourly Rates of pay shown in SCHEDULE B for employees assigned to this PROJECT and the agreed-upon third party service contracts, and shall be agreed to by the STATE and the CONSULTANT.

Items purchased under this PROJECT shall become the property of the STATE at the completion of the work, or at the option of the STATE, appropriate value shall be established as a credit to the STATE.

ARTICLE 7. PARTIAL PAYMENTS.

The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the period in accordance with ARTICLE 6 of this AGREEMENT. Bills are subject to the approval of the State's Project Director, or their successor as identified by the STATE. Payments shall not be withheld unreasonably.

The CONSULTANT shall inform the STATE and all Subcontractors and Subconsultants of the Consultants schedule for submitting monthly vouchers to the STATE, said schedule shall be strictly adhered to by the CONSULTANT.

All Subcontractor and Subconsultant vouchers received by the CONSULTANT at least ten (10) calendar days prior to a scheduled billing, shall be included in that billing, even if the CONSULTANT does not have other costs to be billed for that period. The CONSULTANT shall inform the Subcontractor or Subconsultant of the date the voucher was submitted to the STATE and the amount included for the Subcontractor or Subconsultant.

The CONSULTANT will not include any provisions in their subcontracts that would circumvent the intent of 49 CFR 26.29 to require the CONSULTANT to make partial payments to all Subcontractors and Subconsultants within ten (10) calendar days of receipt of payment from the STATE.

Accounts of the CONSULTANT shall clearly identify the costs of the work performed under this AGREEMENT and shall be subject to periodic and final audit by the STATE and, on
Federally aided Projects, by the Federal Highway Administration. Such audit shall not be a condition of partial payment.

ARTICLE 8. FINAL PAYMENT.

a) Section 179 of the State Finance Law requires the STATE to make final payment within thirty (30) calendar days after receipt of an invoice which is properly prepared and submitted. The STATE in accordance with the provisions of the State Finance Law has determined that the STATE will require a 60 calendar day audit period for final payments at which time the 30 calendar day interest-free period will commence. The CONSULTANT is required to make final payment to all Subcontractors and Subconsultants within ten (10) calendar days of receipt of final payment from the STATE.

The CONSULTANT is required, if it is a "foreign" (Out of State) corporation or entity, to obtain and submit the required "Tax Clearance" certificate to the STATE at the time of contract signing and again before processing the final payment. It should be noted that any time taken to satisfy or furnish this Tax Clearance certificate shall extend the required payment date by an equal period of time. The Tax Clearance certificate can be obtained by mailing a request to:
New York State Department of Taxation and Finance
Tax Status Unit
Building 8, Room 938
State Office Building Campus
Albany, NY 12227
Alternatively, it may be obtained by phoning the Corporation Tax Information Center at 1-888-698-2908 and making the request there. The certificate content is public information and the certificate is free of charge.

The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the STATE from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided in ARTICLE 9(b).

b) The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and make such materials available at its office at all reasonable times during the period of this Agreement and for the period of time specified in Clause No. 10, "Records" of APPENDIX A, for inspection by the STATE, Federal Highway Administration, or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

ARTICLE 9. EXTRA WORK.

a) If the CONSULTANT believes that any work is or may be beyond the scope of the Agreement (extra work), or that additional work is necessary, the CONSULTANT shall notify the STATE, in writing, of this fact prior to beginning any of the work. The notification shall include all information required by the Department. The STATE shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. No extra or additional work shall be started prior to written authorization from the
STATE. The STATE shall be under no obligation to reimburse the CONSULTANT for any extra or additional work performed without the prescribed notification and authorization. The STATE will not allow fixed fee for any extra work undertaken without prescribed notification and authorization. In the event that the STATE determines that such work does constitute extra work, the STATE shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the STATE to the CONSULTANT for execution after approvals have been obtained from necessary State officials and if required, from the Federal Highway Administration.

b) In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the STATE all assistance required by the STATE. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this AGREEMENT for the additional services above described, the STATE's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 10. CONSULTANT LIABILITY.

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, its subcontractors, agents or employees, in the performance of its service under this AGREEMENT. Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the STATE from claims, suits, actions, damages and costs of every name and description, resulting from the negligent performance of the services of the CONSULTANT under this AGREEMENT, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the STATE beyond such as may legally exist irrespective of this Article or this Agreement.

ARTICLE 11. WORKER'S COMPENSATION AND LIABILITY INSURANCE.

The CONSULTANT agrees to procure and maintain without direct cost to the STATE except as noted, until final acceptance by the STATE, of the services covered by this AGREEMENT, insurance of the kinds and in amounts hereinafter provided in insurance companies authorized to do business in the State of New York, covering all operations under this AGREEMENT whether performed by the CONSULTANT or its subcontractors. Before commencing the work, the CONSULTANT shall furnish to the STATE a certificate or certificates, in form satisfactory to the STATE, showing that they has complied with this Article, which certificate or certificates, shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the STATE. The kinds and amounts of insurance required are as follows:

(a) policy covering the obligations of the CONSULTANT in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation
Law, and also by the provisions of ARTICLE 9 of the Worker's Compensation Law known as the Disability Benefits Law, and this AGREEMENT shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work;

(b) policies of bodily injury liability insurance of the types herein-after specified, each with limits of liability of not less than $100,000 for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by one person in any one accident and, subject to that limit for each person, not less than $300,000 for all damage arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident, and not less than $100,000 damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, not less than $300,000 for all damages arising out of injury to or destruction of property during the policy period.

(1) Professional liability insurance, if the CONSULTANT is a licensed professional, issued to and covering the liability of the CONSULTANT with respect to all work performed by him under this AGREEMENT.

(2) Professional liability insurance issued to and covering the liability of each of the CONSULTANT's licensed professional subcontractors with respect to all work performed by said subcontractors under this AGREEMENT.

(3) Protective liability insurance issued to and covering the liability of the CONSULTANT with respect to all work under this AGREEMENT performed for the CONSULTANT by its subcontractors.

(4) Protective liability insurance for the benefit of THE PEOPLE OF THE STATE OF NEW YORK and all employees of the DEPARTMENT OF TRANSPORTATION both officially and personally, with respect to all operations under this AGREEMENT by the CONSULTANT or by its subcontractors, including in such coverage any omissions and supervisory acts of the STATE, the DEPARTMENT and its employees. The insurance premium for this coverage will be reimbursable as a direct non-salary cost under this AGREEMENT.

ARTICLE 12. INTERCHANGE OF DATA.

All technical data in regard to the PROJECT existing in the office of the STATE or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 13. DISPOSITION OF DATA.

At the time of completion of the work, the CONSULTANT shall make available to the STATE all documents and data pertaining to the work or to the PROJECT which materials at all times shall be the property of the STATE. It is agreed that the CONSULTANT may maintain copies of all documents and data. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the CONSULTANT shall make available to the STATE the aforementioned data and material.

ARTICLE 14. DAMAGES AND DELAYS.
The CONSULTANT agrees that no charges or claim for damages shall be made by them for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this AGREEMENT. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the STATE may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the STATE of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising its rights under ARTICLE 9 of this AGREEMENT.

**ARTICLE 15. NOTICE OF BANKRUPTCY, VENUE, AUDITS.**

If, prior to final audit, CONSULTANT files for relief pursuant to Title 11 of the United States Code under the Bankruptcy Laws or a successor statute, this contract shall be treated as an executory contract under 11 USC S365 of the Bankruptcy Laws or successor statute, and subject to assumption or rejection by the debtor within the time permitted by law.

The CONSULTANT must immediately send written notice to Contract Management of the New York State Department of Transportation at its main office in Albany and send all relevant pleading of the voluntary or involuntary filing of a Bankruptcy proceeding by the CONSULTANT, its subsidiary, its principals and officers or a related entity whether or not the CONSULTANT believes that any debt is owed to the State by final audit or otherwise.

The determination of any rights under this contract shall be adjudicated in a State or Federal Court with jurisdiction over the matter, and venue for the determination of such rights shall be in Albany, New York.

The CONSULTANT agrees that the automatic stay under 11 USC S362 or a successor statute shall be deemed inapplicable or that this agreement shall constitute consent to the lifting of the stay with respect to the State's performance of or completion of any audit pursuant to the terms of this contract.

**ARTICLE 16. TERMINATION.**

The STATE shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

(a) If a termination is brought about for the convenience of the STATE and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the actual work performed by the CONSULTANT prior to termination including, but not limited to, the number of hours and other authorized costs audited in accordance with the terms of the AGREEMENT.

(b) If the termination is brought about as a result of the unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the STATE.
c) The STATE reserves the right to terminate this contract in the event it is found that the certification filed by the CONSULTANT in accordance with the requirements contained in State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONSULTANT in accordance with the written notification terms of the contract.

ARTICLE 17. DEATH OR DISABILITY OF THE CONSULTANT.

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall devolve upon the survivors of them, who shall be obligated to perform the services required under this AGREEMENT, and the STATE shall make all payments due to them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within (60) days to the STATE or their duly authorized representative. In case of the failure of the CONSULTANT'S successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the STATE for any damages it may sustain by reason thereof. Upon the delivery of all such data to the STATE, the STATE will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 18. CODE OF ETHICS.

The CONSULTANT specifically agrees that this AGREEMENT may be canceled or terminated if any work under this AGREEMENT is in conflict with the provisions of Section 74 of the New York State Public Officer's Law, as amended, establishing a Code of Ethics for State officers and employees.

The CONSULTANT shall not engage, on a full or part-time or other basis any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the Federal Highway Administration or the highway organizations of any public employer, except regularly retired employees, without the consent of the public employer of such person.

ARTICLE 19. INDEPENDENT CONTRACTOR.

The CONSULTANT, in accordance with their status as an independent contractor, covenants and agrees that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the STATE by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 20. COVENANT AGAINST CONTINGENT FEES.
The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this AGREEMENT, and that they have 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 making of this AGREEMENT. For breach or violation of this warranty, the STATE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 21. TRANSFER OF AGREEMENT.

The CONSULTANT specifically agrees, as required by the State Finance Law, Section 138, that they are prohibited by law from assigning, transferring, conveying, subletting or otherwise disposing of the AGREEMENT or of their right, title or interest therein, or their power to execute such AGREEMENT, to any other person, company or corporation, without the previous consent in writing of the STATE.

If this provision of the law be violated, the STATE shall revoke and annul the AGREEMENT and the STATE shall be relieved from any and all liability and obligations thereunder to the person, company or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet or otherwise dispose of the AGREEMENT, and such transferee shall forfeit and lose all moneys therefore assigned under said AGREEMENT, except so much as may be required to pay his employees.

ARTICLE 22. PROPRIETARY RIGHTS.

The CONSULTANT agrees that if copyrights, patentable discoveries or inventions or rights in data should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York an irrevocable, nonexclusive, nontransferable, paid-up license to reproduce, publish, make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and States and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27, and other applicable Federal laws, rules and regulations.

ARTICLE 23. SUBCONTRACTORS/SUBCONSULTANTS.

All subcontractors and subconsultants performing work on this project shall be bound by the same required contract provisions as the prime consultant. All agreements between the prime consultant and a subcontractor or subconsultant shall include all standard required contract provisions, and such agreements shall be subject to review by the State.

ARTICLE 24. ORDER OF PRECEDENCE.
In the event of any inconsistency between or among the provisions of this AGREEMENT, the contents of SCHEDULE A, and APPENDIX AA, it is agreed that such inconsistency shall be resolved in the following descending order of precedence:

1. This AGREEMENT (including APPENDIX AA).
2. SCHEDULE A (including EXHIBITS).
3. SCHEDULE B.
4. The CONSULTANT’s Proposal.
5. The State’s RFP.

**ARTICLE 25. CERTIFICATION REQUIRED BY 49CFR, PART 29.**

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

3) does not have a proposed debarment pending; and

4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

**EXCEPTIONS -**

**ARTICLE 26. CERTIFICATION FOR FEDERAL-AID CONTRACTS.**

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

**ARTICLE 27. RESPONSIBILITY OF THE CONSULTANT.**

(a) The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its services. However, the STATE may in certain circumstances, provide compensation for such work.

(b) Neither the STATE'S review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the STATE in accordance with applicable law for all damages to the STATE caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.

(c) The rights and remedies of the STATE provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the CONSULTANT is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the CONSULTANT and each of the others hereunder; and as such, each acts both as principal and agent of the CONSULTANT and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this agreement shall be jointly and severally liable to third parties, including but not limited to the STATE, for the acts or omissions of the CONSULTANT or any other entity, partner or joint venturer hereunder.

(e) If the CONSULTANT is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such
entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

ARTICLE 28. SECURITY AND CONFIDENTIALITY OF INFORMATION.

Information received as part of this contract shall be considered Confidential Information. The CONSULTANT warrants that it will take the appropriate steps as to its personnel, agents, officers and any SUBCONTRACTOR/SUBCONSULTANTS regarding the obligations arising under this clause to insure such confidentiality. The CONSULTANT shall have written policies and/or business procedures in place which will protect Confidential Information from unauthorized disclosure, use, access, loss, alteration or destruction. The CONSULTANT may disclose to other parties, as authorized by the NYSDOT Project Manager, or as described in the scope of services, only the information necessary to perform services under this contract. However, the CONSULTANT shall in no circumstance, communicate with the public or news media without prior authorization from the States designee. Neither shall the CONSULTANT disclose information deemed confidential by the State nor shall the CONSULTANT disclose any other information obtained or developed in the performance of services under this agreement without the written authorization of the State. This warranty shall survive termination of this Contract.

CONSULTANT shall comply with the provisions of the New York State Information Security Breach and Notification Act, including General Business Law Section §889-aa and State Technology Law §208 as enacted by such Act or subsequently amended. In the event of an information security breach resulting in the unauthorized disclosure of personal information, CONSULTANT shall be liable for the costs associated with such breach if caused by CONSULTANT’s negligent or willful acts or omissions, or the negligent or willful acts or omissions of the CONSULTANT’s agents, officers, employees or SUBCONSULTANTS.

ARTICLE 29. VENDOR RESPONSIBILITY.

The Department of Transportation has undertaken an affirmative review of the proposed consultant’s responsibility in accordance with the applicable standards outlined in Comptroller’s Bulletin No. G-221, and based upon such review, reasonable assurance that the proposed contractor is responsible has been determined.

ARTICLE 30. CONSULTANT DISCLOSURE LEGISLATION.

In accordance with Chapter 10 of the Laws of 2006, the CONSULTANT shall complete the “State Consultant Services Contractor’s Annual Employment Report” (Form B, Exhibit 1) and submit copies to the Office of the State Comptroller, the Department of Civil Service, and the Department of Transportation on or before May15th of each year the contract is in effect. The CONSULTANT shall provide information regarding all employees providing service under this contract, whether employed by the CONSULTANT or any subconsultant or subcontractor. Annual employment reports should be submitted to the following addresses. It is recommended, however, that consultants check the agency websites annually to confirm the addresses.

By mail:
NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11th Floor  
Albany, N. Y. 12236  
Attention: Consultant Reporting  

NYS Department of Civil Service  
Alfred E. Smith Building  
Albany, N. Y. 12239  
Attention: Chapter 10  

NYS Department of Transportation  
50 Wolf Road, Suite 1CM  
Albany, N. Y. 12232  
Attention: Chapter 10  

ARTICLE 31. NOTICES  

Item 1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:  
(a) via certified or registered United States mail, return receipt requested;  
(b) by facsimile transmission;  
(c) by personal delivery;  
(d) by expedited delivery service; or  
(e) by e-mail.  

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:  

New York State Department of Transportation:  
Contact Person’s Name: Mr. William A. Howe (Contract #C030711)  
Title: Director  
Address: NYSDOT Contract Management, 50 Wolf Road, Suite 1CM, Albany, N. Y. 12232  
Telephone Number: 518-457-2600  
Facsimile Number: 518-457-2875  
E-Mail Address: whowe@dot.state.ny.us  

MetroPool, Inc.:  
Contact Person’s Name: Mr. John Lyons  
Title: President  
Address: MetroPool, Inc., One Landmark Square, 8th Floor, Stamford, CT 06901  
Telephone Number: 203-388-4407  
Facsimile Number: 203-748-9252  
E-Mail Address: jlyons@metropool.com  

Item 2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail,
as of the date of first attempted delivery at the address and in the manner provided herein, or in
the case of facsimile transmission or email, upon receipt.

Item 3. The parties may, from time to time, specify any new or different address in the
United States as their address for purpose of receiving notice under this Agreement by giving
fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree
to mutually designate individuals as their respective representatives for the purposes of receiving
notices under this Agreement. Additional individuals may be designated in writing by the parties
for purposes of implementation and administration/billing, resolving issues and problems and/or
for dispute resolution.
IN WITNESS WHEREOF, this Contract No. C030711 has been executed by the STATE, acting by and through the Commissioner of Transportation, and the CONSULTANT has duly executed this Agreement effective the day and year first above written.

In addition to the acceptance of this Agreement, the Department certifies that original copies of this signature page will be attached to all other exact copies of this Agreement.

RECOMMENDED BY FOR THE PEOPLE OF THE STATE OF NEW YORK

__________________________________________
CONTRACT MANAGEMENT
DATE: ______________

__________________________________________
DEPARTMENT OF TRANSPORTATION
DATE: ______________

Consultant Certifications: I certify that all the information with respect to the “Vendor Responsibility Questionnaire” submitted by MetroPool, Inc. on the Eleventh day of August, 2009 pursuant to the requirements set forth in OSC Bulletin G-221 is complete true and accurate. I additionally certify nothing has occurred since the date of that submission that would result in requiring a change or alteration to any of the answers provided on the “Vendor Responsibility Questionnaire” submitted that date.

I certify that all information provided to the STATE with respect to the requirements contained in State Finance Laws 139j & 139k is complete, true and accurate.

__________________________________________
By MetroPool, Inc.
DATE: ________________________________

__________________________________________
ATTORNEY GENERAL

__________________________________________
THOMAS P. DI NAPOLI
STATE COMPTROLLER

Date

__________________________________________
Integrated New York Commuter & Traveler Assistance Program Services for NYS DOT (Region 8)

APPROVALS

__________________________________________
DATE
Acknowledgement for Contract #C030711

For contracts signed in New York State

State of New York )
County of ) ss.:

On the_________ day of ____________ in the year 20__, before me the undersigned, personally appeared ____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_________________________________
NOTARY PUBLIC

My Commission Expires:

For contracts signed outside New York State

State of )
County of ) ss.:

On the _________ day of ____________ in the year 20__ before me, the undersigned, personally appeared ____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in ________________________________ (insert the city or other political subdivision and the state or country or other place the acknowledgement was taken).

_________________________________
NOTARY PUBLIC

_________________________________
(Signature and office of individual taking acknowledgement.)

My Commission Expires:
EXHIBIT A

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as proposers, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

New York State Department of Economic Development
Division for Small Business
One Commerce Plaza
Albany, N. Y. 12245
(518) 292-5220 Fax: (518) 292-5884

NOTE: Companies requesting lists of potential subcontractors and suppliers are encouraged to identify the SIC code, size and location of vendors.

A directory of certified minority and women-owned business enterprises is available from:

New York State Department of Economic Development
Minority and Women's Business Development Division
One Commerce Plaza
Albany, N. Y. 12245
(518) 292-5250 Fax: (518) 292-5884

Proposers located in foreign countries are hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this procurement contract to third parties located in New York State. The successful contractor shall agree to cooperate with the State in efforts to get foreign countries to recognize offset credits created by the procurement contract.

The Omnibus Procurement Act requires that by signing this bid proposal, contractors certify that whenever the total bid amount is greater than $1 million:

1. The successful contractor shall document efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State.

2. Documented efforts by a successful contractor shall consist of and be limited to showing that such contractor has:

   a. Solicited bids, in a timely and adequate manner, from New York State business enterprises including certified minority and women-owned business, or

   b. Contacted the New York State Department of Economic Development to obtain listings of New York State business enterprises, or

   c. Placed notices for subcontractors and suppliers in newspapers, journals and other trade publications distributed in New York State, or

   d. Participated in bidder outreach conferences.

   e. If the contractor determines that New York State business enterprises are not available to participate on the contract as subcontractors or suppliers, the contractor shall provide a statement indicating the method by which such determination was made.

   f. If the contractor does not intend to use subcontractors on the contract, the contractor shall provide a statement verifying such intent.
3. The contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

4. The contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Community Services Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request.

Bidders are hereby notified that if their principal place of business is located in a state that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied placement on bidders mailing lists and contracts for which they would otherwise obtain. Bidders of construction services must be denied the award of a contract if their principal place of business is located in a state that discriminates or imposes a preference against New York State firms.

A current list of states which penalize New York State firms is available from the office letting this contract, or from the Procurement Assistance Unit, NYS Department of Economic Development, Albany NY (518-292-5224).

*Last Updated: Monday, April 23, 2007*
APPENDIX A
STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $30,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing
wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter or three (3) years after final payment, whichever is later. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The
principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Empire State Development Corporation’s Division of Minority and Women's Business Development (MWBD) pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7th Floor  
Albany, New York 12245  
Telephone: 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
http://www.empire.state.ny.us
The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

SPECIAL EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

Specific Equal Employment Opportunity Responsibilities

1. GENERAL

(a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity, as required by Federal Executive Order 11246, Federal Executive Order 11375, and NYS Executive Order 45, are set forth in required Contract Provisions (Form PR-1273 or 1316, as appropriate) and those Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. Non-discrimination and affirmative action are also required by the State Labor Law, Section 220-e, as amended, and the Regulations of the NYS Department of Transportation relative to federally-assisted programs (Title 49, Code of Federal Regulations, Part 21 and Section 21.5), including employment practices when the agreement covers a program set forth in Appendix B of the Regulations. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for projects activities under this contract.

(b) The CONSULTANT will work with the STATE and the Federal Government in carrying out equal employment opportunity obligations and in their review of their activities under this contract.

(c) The CONSULTANT and all their sub-consultants and/or sub-contractors holding sub-contracts of $10,000 or more will comply with the following minimum specific requirements of equal employment
opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to contractors and sub-contractors.) The CONSULTANT will include these requirements in every sub-contract with such modification of language as is necessary to make them binding on the sub-contractor.

2. **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The CONSULTANT, their sub-consultant and/or sub-contractor or any person acting on behalf of the CONSULTANT or sub-consultant and/or sub-contractor will accept as their operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, national origin, age, disability or marital status, and to promote the full realization of equal employment opportunity through a positive continuing program.

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, or during consideration for employment, without regard to their race, religion, sex, or color, national origin, age, disability or marital status. Such non-discriminatory action shall include, but not be limited to: employment, job assignment, 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, pre-apprenticeship, and/or on-the-job training."

3. **EQUAL EMPLOYMENT OPPORTUNITY OFFICER**

The CONSULTANT will designate and make known to the New York State Department of Transportation contracting officers an Equal Employment Opportunity Officer and a Minority Business Enterprise officer (hereinafter referred to as the EEO Officer and M.B.E. Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. **DISSEMINATION OF POLICY**

(a) All members of the CONSULTANT’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONSULTANT’s equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six months, at which time the CONSULTANT’s equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory (first level of supervision and above) or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the CONSULTANT’s equal employment opportunity obligations within thirty days following their reporting for duty with the CONSULTANT.

(3) All personnel who are engaged in direct recruitment for the project will be instructed in the CONSULTANT’s procedures for locating and hiring minority group employees by the EEO Officer or appropriate company official. (Minority group referred to herein shall mean Black, Hispanic, Asian/Pacific Islander, American Indian/Alaskan.)

(b) In order to make the CONSULTANT’s equal employment opportunity policy known to all employees, prospective employees and potential sources or employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the CONSULTANT will take the following actions:

(1) Notices and posters setting forth the CONSULTANT’S equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
(2) The CONSULTANT’s equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

(c) In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a sub-contract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this agreement and the Regulations relative to non-discrimination.

5. RECRUITMENT

(a) When advertising for employees, the CONSULTANT will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived. These advertisements shall state that all qualified applicants will be afforded equal employment opportunity without regard to race, religion, sex, color, national origin, age, disability or marital status.

(b) The CONSULTANT will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the CONSULTANT’s EEO Officer will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the CONSULTANT for employment consideration.

In the event the CONSULTANT has a valid bargaining agreement providing for exclusive hiring hall referrals, the CONSULTANT is expected to observe the provisions of that agreement to the extent that the system permits the CONSULTANT’s compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the CONSULTANT to do the same, such implementation violates Executive Order 11246.

(c) The CONSULTANT will encourage present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. PERSONNEL ACTIONS

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age, disability or marital status. The following procedures shall be followed:

(a) The CONSULTANT will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

(b) The CONSULTANT will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory practices.

(c) The CONSULTANT will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONSULTANT will promptly take corrective action. If the review indicated that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

(d) The CONSULTANT will promptly investigate all complaints of alleged discrimination made in connection with obligations under this agreement, will attempt to resolve such complaints, and will take appropriate corrective action within 15 days. All subsequent corrective actions or decisions will also be
documented and forwarded to the NYS Department of Transportation Compliance Officer within 7 days after such action has taken place. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONSULTANT will inform every complainant of the results and all of their avenues of appeal should the complaint be denied.

7. TRAINING AND PROMOTION

(a) The CONSULTANT will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.

(b) Consistent with the CONSULTANT's work force requirements and as permissible under the Federal and State regulations, the CONSULTANT shall make full use of training programs; i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. In the event the Training Special Provision is provided under this contract, this subparagraph is superseded thereby.

(c) The CONSULTANT will advise employees and applicants for employment of available training programs and entrance requirements for each.

(d) The CONSULTANT will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. UNIONS

If the CONSULTANT relies in whole or in part upon unions as a source of employees, the CONSULTANT will use their best effort to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and, to effect referrals by such unions of minority and female employees. The CONSULTANT will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division of Human Rights, advising such labor union or representative of the CONSULTANT's compliance and with the non-discrimination clauses. Actions by the CONSULTANT, either directly or through a CONSULTANT's association acting as agent, will include the procedures set forth below:

(a) The CONSULTANT will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

(b) The CONSULTANT will use their best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, disability or marital status.

(c) The CONSULTANT is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union, and such labor union refuses to furnish such information to the CONSULTANT. The CONSULTANT shall so certify to the STATE and shall set forth what efforts have been made to obtain such information. Further, if the CONSULTANT was directed to do so by the contracting agency as part of the bid or negotiations of this contract, the CONSULTANT shall request such labor union or representative to furnish him with a written statement that such labor union or representative accepts the non-discrimination clauses and will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the CONSULTANT shall promptly notify the State Division of Human Rights and set forth what efforts have been made to obtain such information.
(d) In the event the union is unable to provide the CONSULTANT with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the CONSULTANT will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, disability or marital status, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the CONSULTANT has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the CONSULTANT from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONSULTANT shall immediately notify the New York State Department of Transportation.

9. AFFIRMATIVE ACTION IN SUBCONTRACTING

(a) The CONSULTANT will not discriminate on the grounds of race, religion, sex, color, national origin, age, disability or marital status in the selection of subcontractors, including procurements and leases of equipment.

(b) If the CONSULTANT determines to use a subcontractor as part of this agreement, affirmative action shall be taken to increase the participation of minority business firms in that work. As part of that affirmative action, the CONSULTANT will identify and contact minority business firms and solicit proposals for the work to be subcontracted. The STATE will provide a list of names of minority business firms to the CONSULTANT. Another source that should be contacted for a list of minority business firms is the Governor's Office of Minority & Women's Business Development (GOMWBD).

(c) The CONSULTANT will document the affirmative action steps taken to comply with paragraph 9b. Such documentation will be provided at the time of submittal of a formal proposal to the State's Contracts Bureau.

(d) By execution of this agreement, the CONSULTANT certifies that the affirmative action steps in 9a, 9b & 9c above were taken when soliciting proposals for the work in this agreement indicated to be subcontracted and that these steps will be taken should any work be subcontracted in the future.

(e) The CONSULTANT will insure binding subcontractor and vendor compliance with their EEO obligations. The CONSULTANT will take such actions in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation with a subcontractor or a vendor as a result of such direction by the contracting agency, the CONSULTANT shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

10. RECORDS AND REPORTS

(a) The CONSULTANT will keep such records as are necessary to determine compliance with the CONSULTANT's equal employment opportunity obligations. The records kept by the CONSULTANT will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each work classification on the project, where required by the NYS D.O.T Compliance Officer.

2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to CONSULTANTS who rely in whole or in part on unions as a source of their work force).

3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.
(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

(5) Compliance with all other requirements in these provisions such as meetings, instructions, employment efforts, etc.

(b) The CONSULTANT will comply with Sections 291-299 of the Executive Law and Civil Rights Law and will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by State or Federal officials to be pertinent to ascertain compliance with such Regulations, orders and instructions. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State and the Federal Highway Administration.

(c) The CONSULTANT will submit to the New York State Department of Transportation, a monthly report Form (AAP-46) for the first three months after beginning work, thereafter upon request, indicating the number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work.

(d) Failure to comply with these Special EEO Provisions may be considered unsatisfactory performance and may subject the agreement to termination under the termination article of this agreement. Non-compliance may result in the CONSULTANT’s being declared ineligible for future agreements made by or on behalf of the STATE or a public authority or agency of the STATE, until he satisfies the State Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division of Human Rights have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the State Division of Human Rights, notice thereof has been given to the CONSULTANT and an opportunity has been afforded them to be heard publicly before the State Commissioner of Human Rights or official designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided for by law. These may include, but are not limited to:

(1) withholding of payments to the CONSULTANT under the agreement until the CONSULTANT complies, and/or

(2) cancellation, termination or suspensions of the agreement in whole or in part.

11. TRAINING SPECIAL PROVISIONS

This Training Special Provision supersedes paragraph 7.b above and is in implementation of 23 CFR Subpart A, Section 230.111 & Executive Order 11246.

As part of the CONSULTANT’s equal employment opportunity affirmative action program training shall be provided as follows:

The CONSULTANT shall provide on-the-job training aimed at developing full competence in the job classification involved.

The number of months of training to be provided under these special provisions is previously stated in Article II.

In the event that the CONSULTANT subcontracts a portion of the contract work, it shall be determined how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the CONSULTANT shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The CONSULTANT shall also insure that this training special provision is made applicable to such subcontract.
The number of trainees shall be distributed among the work classifications on the basis of the CONSULTANT’s needs. Along with their proposal, the CONSULTANT shall submit to the New York State Department of Transportation for approval the proposed number of trainees to be trained in each selected classification, their estimated salaries and a training schedule. The salaries to be paid trainees shall not be less than 75 percent of the average hourly rate approved in the agreement for the classification to be trained. During the period from the beginning of the project to its completion, the trainee shall receive reasonable salary increases commensurate to the abilities and effort exerted by the trainee. The training schedule required should indicate the start of work and appropriate incremental salary steps in accord with the above.

Training and upgrading the proficiency of minorities and women is a primary objective of this Training Special Provision. Accordingly, the CONSULTANT shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The CONSULTANT will be responsible for demonstrating the steps that have been taken in pursuance thereof, prior to a determination as to whether the CONSULTANT is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training program or in a classification in which they have been employed. The CONSULTANT should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the CONSULTANT’s records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training schedule developed by the CONSULTANT and approved by the State and Federal Highway Administration. The State and the Federal Highway Administration shall approve a program if it reasonably calculated to meet the equal employment opportunity obligations of the CONSULTANT and to assist in qualifying the average trainee toward proficiency in the classification concerned by the end of the training period. Approval of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. Training is permissible in lower level management positions. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The CONSULTANT will be reimbursed for the cost of any and all training under the payment terms of this agreement. This can include offsite training cost as discussed above. All offsite training must be defined in the training schedule. All costs claimed or calculated for training must be directly related to the work defined in the scope of this agreement and/or added by supplemental agreement.

The CONSULTANT must demonstrate their best efforts and evidence good faith in hiring trainees for positions in the classification in which they have completed training.

The CONSULTANT shall furnish the trainee a copy of the program they will follow in the training. The CONSULTANT shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The CONSULTANT will provide for the maintenance of records and furnish periodic reports documenting their performance under this Training Special Provision.
State Consultant Services  
Contractor's Annual Employment Report  
Report Period: April 1, to March 31,

Contracting State Agency Name: DOT  
Agency Code: 17000  
Contract Number: C030711  
Contract Term: 01/01/2010 to 12/31/2012  
Contractor Name: MetroPool, Inc.  
Contractor Address: One Landmark Square, Stamford, CT 06901  
Description of Services Being Provided: INTEGRATED NEW YORK COMMUTER AND TRAVELER ASSISTANCE PROGRAM (Region 8)

Scope of Contract (Choose one that best fits):  
Analysis ☐  Evaluation ☐  Research ☐  Training ☐  
Data Processing ☐  Computer Programming ☐  Other IT Consulting ☐  
Engineering ☐  Architect Services ☐  Surveying ☐  Environmental Services ☐  
Health Services ☐  Mental Health Services ☐  
Accounting ☐  Auditing ☐  Paralegal ☐  Legal ☐  Other Consulting ☑

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Name of person who prepared this report:  
Preparer’s Signature: _________________________________  
Title: ______________________  
Phone #: ______________________  
Date Prepared: / /  
Use additional pages if necessary)  
Page of
Schedule A

Scope of Services

Integrated New York Commuter & Traveler Assistance Program Services for NYSDOT

(Region 8 TDM Services)
Executive Summary

The Downstate Mobility Partnership (the Partnership) led my MetroPool, Inc. (Consultant) shall assist the NYSDOT to deliver TDM services in Region 8 (lower and mid Hudson Valley), Region 10 (Long Island) and Region 11 (New York City). This approach includes significant integration and coordination of existing programs in place prior to this contract’s taking effect such that the suite of services and programs can be maintained, expanded and enhanced. It includes operational integration so that programmatic and administrative processes can be streamlined, and program evaluation so that performance can be measured against agreed upon goals and objectives.

Prior to this contract taking effect, NYSDOT Region 8, Region 10 and Region 11 each had its own TDM contractor and relatively independent TDM programs (left side of Exhibit 1). This contract with one consultant covering Region 8, Region 10 and Region 11, shall be carried out with a mandate from NYSDOT to emphasize consolidation and coordination among the three regions. Further there shall be enhanced coordination with other NYSDOT initiatives within the TDM realm including Clean Air New York (CANY) and 511NY, the statewide TDM contract and TDM contracts held with municipalities and public authorities. The Consultant shall optimize any opportunities to promote TDM by availing itself to those other programs, coordinating with those programs and promoting those other programs. (right side of Exhibit 1).

Exhibit 1. Vision for Integrated Service Delivery in Downstate New York
The use of 511NY in the delivery of TDM services and the enhancement of 511NY in the form of technological improvements are vital to the success of this contract. NYSDOT will direct the Consultant in carrying out this aspect of the contract. Critical to success shall be the Consultant’s responsibility as directed by NYSDOT in the design, implementation, evaluation, management and utilization of the Rideshare portion of 511NY. The Consultant shall assume defined responsibilities within 511NY, for 511NY Rideshare.

The structure of the Partnership (see Exhibit 2) is one of its strengths. The operational approach of the Partnership is to take advantage of existing strengths. Management is both horizontal and vertical, creating an infinitely stronger ‘management weave’ as opposed to individual threads. Under the leadership of the Project Manager (PM) the Partnership is organized into three (service) delivery teams (one for each Region) under the Director of Service Delivery to ensure the cooperative and consistent integration of existing services and enhancing all services across the downstate area. The team also includes a Deputy Project Manager (DPM) to provide backup to the PM on technical and contractual issues. The Partnership shall take full advantage of local knowledge (within the Partnership), experience, relationships, and unique opportunities or challenges in maintaining the established vertical representation within Region 8, Region 10 and Region 11.
Complementing and strengthening our local managers (vertical) on the Management Team are Subject Matter Experts with management responsibilities in functional areas across the downstate area (horizontal). The consolidated functional areas are Service Delivery (products & services), Marketing & Communications, Technology & Systems, and Program & Services Development.

The management structure of the Partnership, particularly in its horizontal, cross-cutting functionality, is specifically designed to reduce costs, improve product quality, and provide more efficient delivery of services. The benefits of consolidating management and administrative functions and the integration of marketing, communications, PR, products and services, technology and systems support include:

- Enhanced interregional, interstate, and stakeholder collaboration and coordination (program efficiency).
• Marketing, communication, public relations, contract, financial administration, customer service departments and administrative support shall be consolidated resulting in: staff reductions, improved service & consistent more effective messaging and brand promotion.
• Technological integration and consolidation; Three ride matching systems, customer data bases and Web sites into one all integrated w/511NY. One ride matching system and customer data base (cost savings, consistent brand, message, improved customer service, more effective matching w/volume).
• Vendor Contracts consolidated (reduced administration, increased negotiating leverage).
• Reporting, Measurement & Evaluation consistent (more efficiency, best practices, continuous improvement).

Integrating TDM programs across Region 8, Region 10 and Region 11, while continuing the delivery of existing effective TDM programs and services starts by preserving local differences and successful local initiatives, while at the same time enhancing and coordinating common services and programs. **Exhibit 3** provides an overview of the approach to integrated services. It highlights the services and programs that shall be:

• **Shared** Services or programs that shall be the same across Region 8, Region 10 and Region 11. Some immediately; some after necessary transition. Costs for shared services will be divided equally between Region 8, Region 10 and Region 11 unless otherwise directed by the NYSDOT.
• **Integrated (Coordinated)** Effective services, programs or methodologies that might exist in one Region that shall migrate or be introduced so that all three Regions are using a single best practice.
• **Local** – Programs and services that shall be implemented locally but are supported ‘centrally’. Consultant-provided subject matter expertise and/or marketing support shall be provided across the three regions. Common products or services with allowance for local or situational nuance.
### Exhibit 3 Shared, Common and Local Programs and Services

<table>
<thead>
<tr>
<th>Products &amp; Services Delivery</th>
<th>Best Practices</th>
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<td><strong>Products</strong></td>
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Task 1.0 TDM Service Delivery

Subtask 1.1 Employer Services

Employment Site Development

The Consultant shall initiate outreach and recruitment with new and existing employers at the direction of the NYSDOT. The objective is to enhance the TDM product offerings and results at employment sites via a centrally supported and locally executed approach. Integrated work across the three regions shall encourage a continuous exchange of information, the sharing of best practices, the rapid adaptation of successful strategies and improved Employment Site Development.

Daily responsibilities for employer relationship management shall be the responsibility of trained and experienced Regional Outreach Coordinators. Regular, structured training and communication among coordinators and other team members across Region 8, Region 10 and Region 11 shall ensure program continuity and effectiveness. The plan includes: setting goals for each employer, maintaining regular contact, seeking referrals, and adding additional services. Led by the Partnership’s Director of Service Delivery, the team shall effectively identify opportunities for program growth throughout the downstate area. High priority opportunities may include:

- **Geographic needs.** Assess and plot existing employer clients throughout downstate and identify gaps where markets may be currently underserved.
- **Employment growth.** Identify new commercial and industrial development or specific industry resulting in increased concentrations of employees within the downstate area.
- **Other targets.** Employers have different interests and reasons to be motivated to action. CANY has provided opportunities for new employer relationships by attracting employers interested in health, environment and sustainability issues, not just transportation. The Consultant shall pursue similarly productive collaboration with 511NY and other stakeholders to increase the number of employer sites served.

Outreach Coordinators shall generate leads through referrals, events, and coordination with business organizations. Marketing and communications shall provide materials and communications support to increase awareness to further generate interest and leads. While targeted employers vary a number of common characteristics help the Consultant to qualify good candidates:

- Relocating employers are a prime target. Relocation is a time when employees change their routines and are most receptive to changing their travel behaviors. Cooperation across Region 8, Region 10 and Region 11 shall make this even more effective often providing the opportunity to service both ends of relocation.
- Employers with limited access to public transit are often prime candidates for carpools and vanpools, especially if their employees commute a significant distance while those near but not immediately adjacent to transit are candidates for shuttles.
- Large employers and/or employers located in large corporate parks that have the worker density to support a higher match rate for carpool and vanpool formation are always good targets.

Once a lead is generated, the Consultant shall begin building a relationship, first through education and information exchange then by assessing the employer’s needs, and informing employers and commuters about all available TDM/Commuter Choice options and their benefits.
Outreach and consultation are tailored to local conditions; such as accessibility to transit, company size and demographics.

Based on the initial consultation, a plan shall be customized to help create a workplace that encourages better use of transit, carpooling, vanpooling, bicycling, walking, telecommuting, and flexible work schedule programs. Each mobility plan considers appropriate products, services, subsidies and special incentives to offer an attractive and effective program. In many cases, a series of meetings to different business units are required. Obtaining employer buy-in and customizing the plan to fit the corporate culture and specific transportation environment are critical to success.

Employer Services to be delivered by the Consultant include:

- **Surveys** to identify expected commute methods, home zip codes, commute knowledge and interest in alternative modes.
- A **Communication Plan**, which includes; communication materials, product and service information, schedules for on-site events and proposed services. Most often in cooperation with employer communications and/or benefits people.
- **Coordination with local transit operators** to both identify existing service, customer service and to suggest service adjustments.
- **Custom (individual) commute plans** for employees that outline options, including detailed transit plan, potential carpool and vanpool partners.
- **Employer program support** - Programs and services such as Commuter Tax Benefit, Preferred Parking and employer incentives.
- **Other employer services as identified.**

**Surveys and Site Assessment**

Surveys provide baseline information on travel habits by mode, trip origin, awareness of commute options, and attitudes toward various services. Initial and subsequent surveys are also used to measure results and performance. The Consultant shall provide NYSDOT with draft surveys and recommendations as to where and under what circumstances the surveys shall be conducted. The Consultant shall perform simple travel surveys to generate baseline information. Initial and subsequent surveys shall be conducted to track performance and fine tune approach.

**Transportation Events (Employment /Community Sites)**

Commuter fairs or transportation event (days) typically held at an employer’s site are a forum for user interaction, education, promoting services, program enrollment and for gathering ‘street intelligence’. Transportation events may also include general Commuter Fairs and events at government facilities. The Consultant shall participate in a minimum of 10 of these events each month in each region.

**Commuter Tax Benefit**

The Commuter Tax Benefit, now up to $230/month is a primary sales tool within employer based programs. The Consultant shall promote this to commuters and their employers through educational materials, on-site events, workshops and through the 511NY Rideshare website. Established relationships with third-party benefit providers (Transit Center, WageWorks, Commuter Check, ADP, Etc.) shall continue to be leveraged to both promote and service employer clients.
With the introduction of bicycle commuter benefits in 2009, the tax benefit shall impact a new group of commuters and offer a good opportunity to emphasize bicycling as a commute option. Here again, the Consultant shall develop materials and a strategy to be presented to NYSDOT for approval and then to implement the designated strategy.

**Grant and Subsidies**

Grants and Subsidies historically have differed from Region 8, Region 10 and Region 11. As a result, this is an area that the Consultant and the NYSDOT need to monitor and evaluate throughout the life of the project, the best practices. Examples of grants specific to one region include: the NYCECE Grant (Region 11) and the Long Island Region Improving Commuting (LIRIC) grant (Region 10). Region 8 and Region 11 offer vanpool subsidies of different amounts while Region 10 does not currently offer a subsidy. The Consultant recommends exploring with the NYSDOT rationalizing this situation across the downstate area so that the vanpool product line is consistent with regard to subsidy. Upon commencement of this contract vanpool fares, subsidies and established arrangements shall remain in place until and unless changes are agreed upon by the NYSDOT.

The Consultant shall prepare a Vanpool Plan for review and approval by the NYSDOT within the first three months of a fully executed contract. As part of the Vanpool Plan the Consultant shall include a subsidy and fare policy for vanpooling.

**Subtask 1.2 Commuter & Traveler Services**

**Vanpools**

Formation and maintenance of vanpool groups is an important commuter service for downstate New York commuter shed. It’s also one of the most difficult and time consuming TDM efforts. The Consultant plans to continue existing programs with both the Rideshare Company and VPSI, and to increase capacity and product offerings by increasing participation of VPSI. Encouraging VPSI as a second vendor should have an impact on increasing the number of vans and thus reducing VMT, especially in Region 10 and Region 11. With 30 years of vanpool experience, 5500 vans in service VPSI offers more products and options and increases our ability to deliver more product (meeting demand).

The Consultant shall continue working with The Rideshare Company (Easy Street vanpools) in Region 8 and Region 10 initially under the same terms in the contract in effect September 30, 2009. The Consultant shall bring VPSI in to focus on building a larger fleet especially in Region 10 and Region 11. With two vendors, branding issues and varied subsidies among Region, Region 8 and Region 11, a comprehensive vanpool plan is one of the first orders of business for the Consultant. The Vanpool Plan shall be prepared by the Consultant during the first three months following a fully executed contract and presented to NYSDOT. The Consultant shall support the NYSDOT as needed with vanpool policy issues such as tolls, subsidies, driving on parkways and corporate liability protection. The vanpool services to be provided by the Consultant in Regions 8, 10 and 11 shall be accordance with the Vanpool Policy to be adopted by the NYSDOT.

Taking full advantage of both VPSI and the Rideshare Company’s experience the Consultant intends to explore with the NYSDOT the utilization of FTA Capital Cost of Contracting Policy (Section 5307 funds) to generate revenues that could offset all current vanpool subsidies and represent more than $500,000/year in federal revenue to the downstate area.
Shuttles
Connecting the last mile from the train station to the office is often the difference from choosing the train and continuing to drive alone. MetroPool has had success in Region 8 in building employer funded shuttles. Under the direction of the NYSDOT the Consultant shall explore opportunities to assist private shuttles. At directed by the NYSDOT the Consultant shall conduct an analysis across the downstate area for shuttle potential and present the findings to the NYSDOT.

Carpooling
Carpooling is another critical TDM element that shall eventually be supported the most effective rideshare matching system as determined through a competitive search. The Rideshare matching system will be managed centrally and directly supported by our customer service group, the project website, 511NY and a single point call center along with field staff from Region 8, Region 10 and Region 11 working in a coordinated manner will improve carpooling opportunities across the downstate area. A singular system means greater operational efficiency and increased density in the data base resulting in more matches.

During the first year of the project, the Consultant under the guidance of the NYSDOT shall utilize internal experience with online systems as well as product research to produce a set of specifications and competitively select the most appropriate rideshare matching system for the area. The selected system shall be integrated with and support 511NY Rideshare. Rideshare matching systems currently being employed in Region 8, Region 10 and Region 11 shall continuing on the first day of the project up until they are replaced by the ‘selected’ system.

Transit Support
The Consultant shall support all forms of public transit. Under the direction of the NYSDOT transit shall be supported by 511NY (and other technologies), local knowledge, established relationships with key stakeholders to promote transit.

Under the direction of the NYSDOT the Consultant shall leverage established working relationships and build additional productive relationships across the area in coordination with local and regional transit operators to identify opportunities to inform, educate and promote transit. Customer service staff shall receive regular training in available transit routes and itinerary assistance, as well as becoming expert in utilizing 511NY as a resource for assisting customers.

Bike & Walk
NYSDOT has for many years funded bike trails and related bike programs across the downstate area to promote biking. The Consultant will continue to work with the NYSDOT to promote these initiatives through bike maps and other forms of promotion. For some, bicycling is a viable commute option as more employers accommodate cyclists with bike lockers, showers, and changing facilities. The new tax benefit for commuters who bike to work shall further position this virtually cost-free and healthy commute option for growth. Activity in downstate New York varies from extensive bike trails in Region 8 to an active NYCDOT program in Region 11 to a bike locker program in Region 10. The Consultant shall work with the NYSDOT and as directed local groups and municipalities to develop a strategy to support biking in the downstate area (year two).
**Park & Ride Management**

In order to better serve commuters that are inclined to carpool (pent-up demand), the Consultant at the direction of NYSDOT will locate, manage and promote park and ride opportunities suitable for ridesharing and/or transit use. Currently only Region 8 has explored private leases to supplement the existing Park & Ride network. However, there are three Park & Ride lots on Staten Island, and several Park & Ride lots on Long Island that would benefit from similar efforts. Under the direction of the NYSDOT in the second half of the first year the Consultant shall explore opportunities, manage and promote park and ride lots.

**Telecommuting**

The Consultant shall offer telecommuting consulting services directly to employer clients and through workshops. The Consultant shall work with employers to design and implement telecommuting programs. Partner e planning led by national expert Elham Shirazi shall take the lead in developing a telework outreach strategy, in training the Consultant staff as well as providing direct consultation to key employers.

**Guaranteed Ride Programs (GRP)**

Guaranteed ride programs in the downstate area fall into three categories: employer-based, service-based and commuter-based and differ from Region 8 to Region 10 to Region 11. Existing GRP programs shall continue on the first day of the project until the Consultant has the opportunity to review current programs and present changes to the NYSDOT (Second half of Year One).

**Construction Communication**

The Consultant shall assist the NYSDOT to utilize 511NY, media networks and the Consultant’s strategic network of relationships with operators, commuters, employers and other stakeholders together with the Consultant’s marketing and communication expertise skills to better inform the public with regard to construction, and temporary situations that affect the commute. The Consultant shall look to assist the NYSDOT to help commuters and travelers to gain effective and successful access to travel and TDM information.

**Subtask 1.3 Product & Service Support**

**Incentives**

Evidence from around the country indicates that incentives work. Incentives can be utilized across Region 8, Region 10 and Region 11, but they also represent opportunities to promote local initiatives. During the first six months following a fully executed contract the Consultant shall develop an Incentive Plan and schedule that is aligned with the specific needs in Region 8, Region 10 and Region 11, the Consultant’s marketing and communication efforts and managed through the Consultant’s Rideshare matching system for review and approval by NYSDOT. Incentives shall be used primarily to encourage mode shift. Incentives will be evaluated on an annual basis to determine effectiveness and maximize the investment.

The following are the Incentives the Consultant shall consider in coordination with the NYSDOT. Effectiveness of incentives shall be regularly monitored and measured to determine the most effective incentive mix.
**Commuter Tax Benefit:** A no-brainer, $230/month for transit and vanpools as a federal tax benefit. As an attractive incentive for the individual commuter at no direct cost to the project the Consultant shall promote this aggressively.

**Subsidies:** Vanpools in Region 8 and Region 11 have been subsidized under the previous contract while vanpools in Region 10 have not. A significant part of the Vanpool Plan shall provide guidance and a schedule for how the Consultant shall use subsidies for vanpools. Subsidies shall be considered to lower the cost on an on-going basis as well as to assist in vanpool start up or to keep a van running while a seat if being filled.

**Welcome Gifts:** Around the country, TDM programs have realized success with free bus passes or gift certificates for trying the bus or sharing a ride. The Consultant shall look for opportunities to employ ‘Welcome Gifts’ as an incentive strategy. **Retail Reward System:** For the past four years, Region 8 and Region 10 have worked with NuRide a retail reward incentive driven Rideshare matching system. Each shared-ride earns the equivalent of one dollar in retail value. In reviewing Rideshare Software the Consultant shall require capacity to manage a rewards program.

**Raffles & Prizes:** Raffles and prizes are often used to motivate employees within a company (Commuter of the Month). The Consultant shall encourage employers to offer these.

**Recognition as an Incentive:** Recognition programs motivate employers and commuters to change behavior and to use alternative modes more often. They also generate valuable PR opportunities; allow us to collect more comprehensive information that leads to program improvement (win-win-win). The Consultant shall work with the regions and external communications to develop the most effective employer recognition program.

### Subtask 1.4 Customer Service

Quality customer service is essential to success of a multifaceted, multi-region TDM program. To streamline operations and reduce costs, the Consultant shall consolidate customer service operations to one call center location (Region 11 - handling phone and web inquiries) staffed by professionals with experience in all facets of TDM services. Centralized customer service representatives shall be regularly briefed on unique regional situations and kick more difficult local questions out to colleagues in the area better able to service the customer. Customer service staff shall also support field operations with outbound telemarketing support.

Customer Service in Region 8, Region 10 and Region 11 will continue as it has been delivered under the previous contract until telephone numbers, websites, database systems, technology and training are properly prepared. The Consultant will make special arrangements to transfer website and telephone traffic in Region 10 ahead of the new contract so that all inquires are handled.

After a transition period management and oversight for Customer Service shall come from the Partnership’s Director of Technology & Systems who is also responsible for downstate New York-wide Rideshare matching system and the critical interface with 511NY resulting in more efficient integration of information and support services.

The consolidated call center shall act as a single point of customer service to provide comprehensive downstate NY commuter information. Customer service representatives shall answer inquiries related to the various programs and services provided by all members of the Consultant, provide Rideshare matching and vanpool enrollment support, address transit
information inquiries, and resolve issues or complaints. Responses to frequently asked questions (FAQs) shall be scripted to ensure uniformity in information delivery to the public through the Consultant, and shall be updated as needed.

All calls shall be logged and tracked for follow-up action and performance management. Information mined through Customer Service shall be used to enhance and augment the Web site. For example, if callers are consistently noting that particular information is difficult to find, the Consultant shall take steps to provide access to that information on the 511NY Rideshare web site. The Consultant shall develop answers to FAQs based on call center data.

The call center shall be staffed to meet the needs of existing programs and shall have the ability to readily scale up or down as needed, both in human resources and call center infrastructure. The Consultant recommends supplementing current 511NY Rideshare service for TDM with ‘live person’ support. In addition the Consultant believes there are opportunities for Customer Service to support TDM service applications statewide.

**Task 2.0 Marketing and Communications**

Marketing and Communications services shall be provided and managed centrally by the Consultant, and, for the most part, be consistent and integrated across Region 8, Region 10 and Region 11, resulting in cost savings and more consistent and effective messaging. Products and services shall be marketed and promoted through media advertising and with collateral materials under a single identity that aligns with and leverages 511NY. A key advantage to the Consultant’s approach is its ability to integrate marketing efforts across Region 8, Region 10 and Region 11; however, some marketing tactics are best implemented at a local level (e.g., employer work site events, consumer events). These local-level marketing activities shall be conducted under Subtask 2.2.

The Consultant shall develop a marketing communications plan within the first three months of the project that serves as the blueprint for the communications effort. Work on the marketing communications plan shall be completed under Task 2.2 Communications.

**Subtask 2.1 Media Campaigns**

The Consultant shall plan, develop, and purchase advertising centrally through its Marketing team. The advertising campaign shall be consistent throughout Region 8, Region 10 and Region 11, though some individual advertisements may appear in one Region and not another, depending on the target market and the appropriate message for that market. The Consultant’s advertising campaign may consist of radio, online, and outdoor (transit and gas pump) placements, as recommended in the final marketing plan to be developed under Subtask 2.2. All advertising will promote 511NY as the go-to point for information about travel and transit while reinforcing program messages about alternative transportation choices. The Consultant shall work with the NYSDOT to achieve efficiencies resulting from coordinating ad schedules.

**Subtask 2.2 Communications**

**Marketing Communications Plan Development**

The marketing communications plan shall reiterate our objectives and target audiences and shall include key messages to be used in all communications to travelers, along with the strategies and tactics to reach each audience. We shall identify the strategies that we shall employ and the
channels through which we can most cost-effectively reach target audiences. We shall develop an evaluation mechanism for each strategy so that results can be measured throughout implementation and changed as needed to be more effective. The marketing communications plan shall be completed within three months of permission to start from NYSDOT. The Plan and all resultant products shall be reviewed and approved by the NYSDOT.

The draft plan shall include the following topics:

- Branding strategy (i.e., use of 511/511 Rideshare/Partnership brands)
- Media plan
- Web marketing strategy, including social networking
- Recognition event strategy
- Public relations strategy (details of the public relations execution shall be finalized once the contract is signed and Arch Street Communications is under contract)
- Collateral needs
- Locally-based marketing needs, including telemarketing, direct mail, events (the plan shall include strategies and types of tactics to be undertaken; specific schedules shall be developed once the contract is signed)
- Recommendations for integration with 511NY (see Task 4.1 for additional detail).
- Integration of Clean Air NY marketing efforts with the consultants TDM Marketing Communications Plan to be implemented by the Consultant team in Regions 8, 10 and 11.

**Web 2.0**

The Consultant shall employ Web 2.0 strategies to help drivers network with each other, contribute to development of social norms around ridesharing, and share timely information with audiences. Examples of Web 2.0 strategies DPM shall consider include blogs about commuting, Facebook groups, YouTube, Twitter and Flickr and text messaging options that tie in with the NYSDOT’s plan for marketing 511NY and CANY.

**Collateral Development and Sales Support**

Collateral materials – brochures, fact sheets, promotional items, sales presentations, success stories, maps, and other materials that support NYSDOT’s messages – are an important part of the marketer and salesperson’s toolbox. These materials explain NYSDOT’s messages in detail to target audiences, persuade them to act, prompt them to remember actions they should take, and give them a resource for moving forward with changing driving behavior.

A plethora of materials have been produced over the years in Region 8, Region 10, and Region 11 in their support of downstate TDM efforts. Many of these materials are still in stock and can be used going forward until new TDM/511NY Rideshare materials can be produced. Stickers or other methods shall be employed to provide accurate contact information. As part of the transition, the Consultant shall assess the current suite of collateral materials and make recommendations for combining them under a unified look. Duplication of effort and development and production costs will be eliminated as marketing pieces are developed that work in Region 8, Region 10 and Region 11. The Consultant shall design collateral pieces so that portions of them can be customized to include Region-specific information and projects as appropriate.
Key elements of the Consultant’s approach to developing collateral materials and other sales support efforts shall be:

- Materials shall drive consumer audiences to 511NY. Employer audiences shall be made aware of 511NY as well.
- Sales support items shall be developed by the team’s marketing communications experts and coordinated through the NYSDOT to ensure consistency of message, quality, and usage. Items may include presentations, fact sheets, brochures, success stories, giveaways, and event displays, as determined by the marketing communications plan.
- Lead generation efforts, including direct mail and telemarketing, shall be coordinated centrally to ensure consistency of messages. Implementation of these efforts and follow-up shall take place at the local level (see Local Marketing and Outreach, below).

Collateral and sales support materials shall include, at a minimum, the following items:

**Electronic Newsletter**
Existing newsletter efforts (Go newsletter in Region 10, e-newsletters in Region 8 and Region 11) shall be combined into **two e-newsletters that cover the entire metro area but which feature individual regional features as applicable**. One e-newsletter shall focus on the commuter; the other shall focus on employers. The Consultant shall distribute the e-newsletter via e-mail to commuters registered in rideshare matching software, key local stakeholders, employers, and others who opt in to receive information. In addition, the Consultant shall make the newsletter available on the 511NY Rideshare Web site in PDF format and through social networking tools such as Facebook.

**Sales Kit**
Account managers need materials to take with them on sales calls to employers. The Consultant shall develop a single downstate sales kit that can be customized by sales people in Region 8, Region 10 and/or Region 11. This kit shall be branded with 511NY and shall cite the Consultant as the contact for detailed information for carpooling, vanpooling and other Rideshare/Commuter Choice programs. Typically, a sales kit shall include:

- A branded folder with a place for the salesperson’s business card
- A brochure for employers on commuter services offered by the Consultant
- A brochure on the Commuter Tax Benefit
- Fact sheets relevant to the specific services available in the salesperson’s geographic region, including vanpooling, guaranteed ride home, and transportation accessibility for the disabled
- Local transit and bike maps
- A CANY Ally brochure
- A brochure and/or promotional items about 511NY
- Relevant enrollment forms
- An accompanying PowerPoint presentation aimed at company decision-makers

**Consumer Brochure**
The Consultant shall develop a single brochure describing TDM services offered by NYSDOT for travelers and commuters. This shall cover at a minimum vanpooling options, incentives, carpooling, transit planning, telecommuting and guaranteed ride home. 511NY Rideshare shall be referenced as the go-to source for travel and transit information, including online ridematching. Whenever appropriate local contact and/or program information will be included.
Transit Kiosks/Commuter Information

The Consultant shall review existing products (kiosks, literature racks, etc) and practices, and work with Region 8, Region 10, and Region 11, 511NY and the operators in an effort to best deliver commute and traveler information to the public. Integrated TDM products and services shall be supported with centrally produced collateral materials which shall also promote 511NY and CANY. The Consultant shall also include other commute and traveler information (maps, schedules, etc.) from local transit operators and other appropriate stakeholders.

Public Education

Partner CommuterLink (Region 11) currently has a grade-school and middle-school curriculum that addresses air quality and its relationship to transportation. The Consultant shall work with Region 8 and Region 10 to explore broader distribution of this curriculum beyond the five boroughs, possibly reaching out to schools on Long Island and in the lower-mid Hudson Valley. By Year 3 of the contract, the Consultant shall review the curriculum and the broader role of public education and recommend appropriate changes to the NYSDOT.

In addition, the Consultant shall identify additional opportunities to involve NYSDOT partners and stakeholders (e.g., environmental groups, schools, public officials) in effective ways that educate and encourage the reduction of VMT and SOVs and that create interest in getting out of single occupant vehicles. One such opportunity is to continue the calendar project currently produced in Region 10 but to expand it. Other ideas include partnering with community organizations, such as those in the CANY Network, at community events, local marathons, and bike rides. The Consultant shall investigate these possibilities and make recommendations to the NYSDOT.

Local Marketing and Outreach

In addition to integrated area-wide marketing, the Consultant shall conduct local marketing and outreach to address local needs including but not limited to support of county, New York City, borough, agency transportation initiatives, targeted promotion or educational needs (localized corridor or construction challenges), unique local programs, individualized employer program initiatives, local events and outreach opportunities, cooperative efforts with local operators and other strategic partners.

Under the NYSDOT’s direction, the Consultant’s local outreach staff shall work with employers to increase the number of employees participating in TDM programs. The Consultant shall do this by providing customized support to the work site including marketing materials. In addition, Consultant outreach staff shall help organize and staff on-site events to raise awareness of the program among employees at participating work sites.

Additionally, the Consultant shall coordinate and leverage opportunities with CANY, 511NY and other state supported TDM efforts potentially hosting larger employee events and participating in commuter fairs, transportation days, community events or air quality events.

Subtask 2.3 Public Relations

The use of earned media, as opposed to paid media placements, provides an opportunity to promote 511NY and TDM messages while featuring these messages in a media format that audiences trust. The goal of the media outreach campaign shall be to share key messages as
broadly as possible through outreach to mainstream media, while working with minority publications to place articles that are targeted to specific communities.

The Consultant shall work with the NYSDOT Office of Communications and regional PIOs to identify spokespersons that the media can interview and connect with regarding the various TDM-related issues.

Specific press outreach tactics, to be outlined in the final marketing communications plan, may include the following:

- **Milestone Press Releases** – The Consultant shall utilize milestone press releases to update the public on the activities and news about TDM options.
- **Press Availability Letter** – A press availability letter shall notify local media of interview opportunities with key program spokespersons.
- **Media Center on Web Site** – A Media Center on a Web site shall provide the media with information such as FAQs, backgrounders, press releases, and biographies on spokespeople, news stories, and other items as necessary.
- **Radio Media Tours (RMTs)** – RMTs enable spokespersons to speak with reporters around the NYC metro area, one interview at a time. These interviews can be conducted live or taped for future use.
- **Established Relationships** – The existing TDM organizations bring well-established media relationships in local markets. These existing relationships shall be nurtured and shall provide a solid local media foundation.

**Employer Recognition**

The NYSDOT recognizes the leadership and example set by employers for encouraging their employees to use transit, carpooling, vanpooling, and bicycling. For the employer, an effective corporate mobility program improves morale, helps recruiting, and often enhances the employer’s status in the community. In identifying quality programs and highlighting them, the Consultant is able to use the examples to encourage other employers to develop their mobility programs.

As in the past with employer recognition programs (Regional Commuter Choice Awards, The Earth Day Race, and the CANY Champion Awards), the Consultant’s Outreach Coordinators shall be the link to employers, identifying great programs, encouraging good programs to become great, providing direct assistance in identifying commute program strategies that qualify employers for awards, and completing nomination and application forms to secure recognition for client efforts.

The Consultant shall combine awards efforts to gain efficiencies in promoting and recognizing award recipients. In particular, the Consultant shall work with the NYSDOT to combine the CANY Champion awards, which recognize employers who both notify employees of Air Quality Action Days and encourage employees to take specific actions to reduce their impact on air pollution, and the NYMTC Regional Commuter Choice Awards, which recognize employers for innovation in commuting programs. These awards recognize employers in small, mid-size and large organization categories, allowing smaller employers to be honored for their efforts. The Consultant shall work with the NYSDOT Marketing Bureau to identify the most appropriate means of recognition.

The Consultant shall also continue the Earth Day Race to the Finish, which is open to all employers, business organizations and commuters. This successful event is designed to
Task 3.0 Program Evaluation & Refinement

Subtask 3.1 Performance Measures & Evaluation

One key to successful TDM integration in the downstate area will be consistent, standardized performance measures and consistent metrics across Region 8, Region 10 and Region 11 that track commuter and traveler behavior, response, change and overall results for the program. Performance measures shall help the NYSDOT determine the most effective product mix and best TDM strategies.

Program assessment is important for accountability the Consultant shall assist the NYSDOT to evaluate accomplishments and to determine if goals are being met.

In addition the Consultant shall use agreed upon performance evaluation to continuously improve program operations and management, products, services, strategies and tactics shall be modified based on performance (results). The Consultant’s approach to program reporting and assessment recommends the components described below.

Setting Goals and Performance Measures

The Consultant shall build reporting and evaluation into all elements of the program. This starts with direction from the NYSDOT then includes the refining and building on existing goals, measures and desired outcomes, and then establishing appropriate output and activity measures that contribute to these outcomes. For instance, measures may include:

- **Outcomes:** Vehicle trips reduced, VMT reduced, emissions reduced, fuel savings, traveler cost savings (e.g., saved gasoline costs, vehicle maintenance costs).
- **Outputs:** Number of hotline and Web site inquiries, ridematching database activities, new vanpools established, or Web site hits, which are influenced by program activities.
- **Activities:** Number of outreach meetings held, attendance, presentations given, or work site events held.

The Consultant shall put a strong emphasis on outcome measures, which more directly track the results of the NYSDOT-directed outreach efforts and traveler support functions. The Consultant shall establish specific targets for desired achievements as directed by the NYSDOT. In this way, the program and its various elements have a set of clear, measurable objectives that focus on results. These targets shall be realistic, but also challenge staff to advance beyond current levels and continually enhance market reach, customer service, and overall program effectiveness. The Consultant shall perform annual assessments and recommend refinement to the NYSDOT to continually improve and enhance program effectiveness.

Exhibit 3 categorizes outcome, outputs, and activity measures. Hard quantitative measures are used when TDM is combined with infrastructure improvements at a network level. Soft quantitative performance measures can be utilized through ongoing TDM programs with elements including: regional ridematching, vanpooling, employer outreach, etc. Qualitative performance measures are often used to obtain general conclusions of a specific TDM program’s
overall impact, especially when the partners (employers) lack the resources to track measurable results thoroughly or accurately.

### Exhibit 4. Outcomes, Outputs and Activity Measures

<table>
<thead>
<tr>
<th>Possible Measures</th>
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<tbody>
<tr>
<td><strong>Outcomes</strong></td>
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<tr>
<td>- Number of carpools/carpoolers</td>
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<tr>
<td>- Number of vanpools/vanpoolers</td>
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<tr>
<td>- Number of transit users</td>
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<tr>
<td>- Number of teleworkers</td>
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<tr>
<td>- Number of bicyclists/pedestrians</td>
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<tr>
<td>- Number of companies participating in TDM program</td>
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<tr>
<td>- Number of employees by worksite and percentage that are participating in commute alternatives</td>
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<tr>
<td>- Number of customers using alternative commute modes after being targeted through a TDM outreach campaign</td>
</tr>
<tr>
<td><strong>Outputs</strong></td>
</tr>
<tr>
<td>- Number of companies receptive to TDM messaging</td>
</tr>
<tr>
<td>- Number and geographic distribution of ridematching users, including origin of registered travelers in the database, current mode usage, mode shift trends resulting from ridematching services</td>
</tr>
<tr>
<td>- Type and quality of current commuter benefits offered by employers</td>
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<tr>
<td>- Number of employers participating in Best Workplaces for Commuters or New York’s Regional Commuter Choice Awards</td>
</tr>
<tr>
<td>- Number of new participants as a result of community-based and employer-based activities</td>
</tr>
<tr>
<td><strong>Activities</strong></td>
</tr>
<tr>
<td>- Number and types of community-based and employer-based activities</td>
</tr>
<tr>
<td>- Number of stakeholder meetings and attendance</td>
</tr>
<tr>
<td>- Number of media articles, impressions, and reach of marketing and public outreach campaign activities</td>
</tr>
<tr>
<td>- Number of calls to the program’s toll-free telephone service and Web site activity</td>
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From these measures, the Consultant shall be able to quantify program benefits through an impact analysis. Specifically derived from some of the above measures, the Consultant shall be able to quantify the number of SOVs reduced; estimated VMT reduced, estimated emissions reduced, and fuel savings.

**Developing Monitoring and Evaluation Methods**

Once the strategic measures are chosen, the Consultant shall develop an evaluation plan that identifies how these metrics shall be assessed and tracked over time. It is anticipated that the monitoring and evaluation methods shall include the following components:

**Activity Tracking:** For activity measures and most output measures, the process of tracking progress shall occur through on-going record keeping and reporting. Tracking involves direct measurement of activities and results, and thus, provides a clear indication of the direct effects of activities. For instance, number of Web site hits, calls to 511NY requesting information on travel options, and number of companies offering different types of commuter benefits programs can be directly recorded and tied to outreach efforts.
Developing methods for tracking outcome measures, such as VMT reduction, however, is more complex. Only a few outcome measures can be directly tracked. For instance, the number of new vanpools formed can be tracked through service agreements and on-line Rideshare matching systems. However, it is not possible to track each individual traveler that changes mode as a result of traveler assistance and support. VMT can be measured using direct measurement techniques, such as instrumented vehicles, but these methods are too costly. Consequently, alternative methods shall to be employed to assess the estimated VMT reductions associated with TDM products and services.

**Survey Development:** Surveys provide a mechanism for assessing current participation in programs, exposure to information, and shifts in travel behavior that have occurred as a result of program activities, which cannot be directly tracked. The Consultant shall recommend traveler surveys as part of evaluating VMT and vehicle trip impacts. The primary advantage to surveying is that the issue of why travel behavior changed can be established, thus allowing for an assessment of program influence in that behavior change. Surveys also allow for a myriad of other information to be collected such as awareness of the program, other behavioral changes, and attitudes.

Surveys of individual travelers shall be used to estimate current mode shares, the proportion making changes, the specific nature of these changes, and the amount of travel reduced. By focusing on individual traveler responses (e.g., mode shift for commuting, reducing discretionary trips, etc.), surveys of individual travelers can estimate parameters within an acceptable range of measurement error.

Evaluation shall be designed to determine motivation for behavior change, which shall be used to link behavior change to specific outreach components (e.g., traveler information, employer-programs, etc.). In an effort to avoid double-counting program effects the Consultant recommends that surveys be coordinated with the general (“on going”) surveys such as that conducted as part of the Clean Air NY program. A combined survey shall maximize limited resources, allow for a larger survey size, and ensure that ongoing program effects on travel behavior and VMT are more accurate.

Since air quality credit is being taken for both the Clean Air NY program and Commuter Choice TDM efforts as part of the transportation conformity process, it shall be important to document the effects of both program efforts, even as they are increasingly integrated. Tracking and analysis of employer-based TDM programs, and tracking of other direct program outcomes (e.g., vanpools established) shall be used to quantify the impacts of the multi-faceted outreach program on travel behavior and emissions. Under the direction of the NYSDOT the evaluation plan shall specify the analysis approach in more detail, highlight methodological issues, and explore potential avenues for enhancement.

**Subtask 3.2 Program & Services Development/Improvement**

The objective of the Consultant’s Program and Services component is to support on-going service delivery and to continuously improve performance of products, services and methodologies based on performance and meeting established goals and objectives. Its primary role is to evaluate and recommend improved or new products and services that shall provide improved return on investment (ROI) in terms of program effectiveness and/or customer satisfaction. Improvements may come from a transferable best practice from one downstate NYSDOT Region to the others, a national best practice implemented elsewhere, or an innovation
specifically developed to address a need in downstate area. In all cases these potential improvements shall be reviewed with the NYSDOT prior to implementation.

**Product Enhancement/Best Practice Applications**

The Consultant shall initiate a product and services assessment within 60 days of contract award. The goal of this assessment is to identify the immediate, mid-term (one-year), and long term (three-year) improvements that have the greatest potential of improving service delivery and customer satisfaction. After internal review recommended program changes shall be approved the NYSDOT prior to implementation. Subjects presented in the RFP as well as others shall be considered including leveraging 511NY and CANY, diverse traveler markets, seniors, the disabled, limited transit areas, parking management, telework programs, guaranteed ride program, emergency management, university/college programs and biking.

**Experimentation and Demonstration Projects**

The Consultant shall work with the NYSDOT including the statewide TDM project to explore opportunities for pilot and demonstration projects. Both commute and non-commute projects could be considered. Subjects recommended by the Region 8, Region 10 and/or Region 11 and those presented in the RFP as well as others that shall surface during the project shall be considered. Experimentation and demonstration projects may include some of the following marketing TDM through 511NY, social networking to promote TDM, integration with but not limited to: CANY, agency, municipal, business group and non profit organization supported special projects, diverse traveler markets, seniors, the disabled, limited transit areas, parking management, telework programs, guaranteed ride program, emergency management, university/college programs, cell phone-based programs, universal transit pass programs, special event transportation and biking.

**Research**

Research to determine TDM Best Practices shall be cost effective because of the range of products and services already being offered in the downstate area, because of access to national experts and because information is readily available through ‘open’ industry resources and online. Working with the NYSDOT the Program and Service Development team shall identify applications for limited research that are likely to have a direct and tangible benefit on TDM performance in the downstate area. Whenever appropriate and at the direction of the NYSDOT research efforts shall be coordinated with the Statewide TDM project.

**Training and Technical Assistance**

In-house training shall be provided within the Partnership regularly to ensure that staff members are qualified and up-to-date in their knowledge of products and services. Under the direction of the NYSDOT, resident expertise within the Partnership can be utilized to provide training and technical assistance to partners, stakeholders, and other TDM programs statewide in NY. The Consultant shall work with the NYSDOT to identify training opportunities and to develop/deliver appropriate training and technical assistance. Programs shall be developed by the Consultant under the direction of the NYSDOT with existing resources and made available in multiple formats (on-line, workshops, webinars, etc). Training topics could include TDM trends, pre-tax commuter benefits, environmental, health and social benefits of ridesharing, marketing, biking/walking, telecommuting, and use of flexible work hour
arrangements. The Consultant’s Web site shall be used to post information on current training and technical assistance and archive training modules.

**Regional Policy Related Involvement**

Only under the direction of the NYSDOT and in conjunction with the statewide TDM coordinator, the Consultant shall assist as instructed with policy issues such as Land Use Planning, Economic Development, Congestion and Value Pricing. In this capacity the Consultant might serve as a technical expert for TDM, provide data or conduct limited research. The Consultant may also be asked to provide support in implementing TDM measures that result from relevant policy decisions.

**Task 4.0 Program Management**

Utilization of technology and efficient systems support are critical to program success. The Consultant shall establish a technology advisory group comprised of partnership and NYSDOT representatives to assure effective integration of technology especially with regard to 511NY, Ridematching, evaluation and reporting.

This effort shall be led on the Partnership side by Director of Technology & Systems, John Galgano. The Consultant intends to work closely with NYSDOT representatives and relevant stakeholders and other consultants most familiar with 511NY, CANY and TDM programs to ensure successful integration of technology.

**Subtask 4.1 Technology and Systems-Major**

The Consultant’s first priority shall be to integrate major applications and systems to support two critical elements of the Consultant: the Web site and the Rideshare matching system. Under the direction of the NYSDOT, the Consultant shall consolidate ridematching services across the downstate area as an integrated component of the 511NY system

The Consultant’s approach shall specifically address three challenges through appropriate use of technology:

- Implementation and support of regional Rideshare matching software that includes enhancements that will allow access to 511NY capabilities and services.
- Communication and marketing of the core TDM services through enhanced Web capability and interface with 511NY.
- Provision of data to evaluate the effectiveness of individuals, individual programs, specific initiatives and the overall TDM effort.

**Rideshare Software**

Currently the downstate area uses three distinct Rideshare matching software packages. In cooperation with the NYSDOT the Consultant proposes to develop specifications and conduct a competitive selection. The specifications that the Consultant shall use may include the following:

- System costs – initial purchase or licensing and annual maintenance costs
- Customization – must be highly customizable, with a responsive customer service support function
- Web-based, graphical (mapping) ridematching - to allow for integration with the Consultant’s Web site
- Interface - compatible with 511NY
Ability to co-brand the application with an employer partner. This allows for incorporation within the partner’s Intranet or can simply be provided to staff via an e-mail link. Incentive module and management tools

Alternative language options
Advanced commute mode tracking
Custom employer portals
Cluster mapping and GIS enhancements and analysis
Vanpool formation and fleet management
Employee ride home/guaranteed ride home administration
Reporting and tracking of emissions reduction, VMT, and SOV reduction
Commuter Cost savings
Integration with 511NY transit routing and condition service features
Access via wireless mobile devices, i.e., iPhones, smartphones, connected PDAs, etc.

The Consultant intends to seamlessly integrate with the 511NY Transit Planner service, allowing users to find not only carpool/vanpool opportunities but also transit opportunities. The resulting unified database ensures that commuters shall receive the best possible opportunity to find a seamless, multimodal commute. Similarly, the Consultant shall attempt to meet the needs of the traveler to travel to special events, and other non-commute trips.

In an effort to reach as many commuters as possible by widening the access point of delivery, the Consultant shall explore online ridematching applications via wireless mobile devices, i.e., iPhones, smartphones, connected PDAs, etc. This way Commuters shall be able to access their account to access alternative commute options real time, in emergency situations or in general, when a computer is not accessible.

511NY Interface and Web site Developments & Enhancements

Commuters and travelers looking for assistance (carpool, vanpool, or transit) shall be directed to www.511NY.org. All current downstate TDM Web sites shall redirect to www.511NY.org/rideshare and provide a seamless and transparent transition for the user. Additionally, businesses shall find general information about employer services under the same 511NY Rideshare site. Once on the 511NY site, visitors can get transit information or rideshare information from the imbedding or linked rideshare matching software. To accomplish this, the Consultant shall continue to work with the NYSDOT 511NY team to refine the 511NY Rideshare Web and Interactive Voice Recognition (IVR) elements.

Currently, the three existing TDM service provider Web sites are very informative and professional looking. It is clear that a carefully orchestrated transition is needed to maintain continuity of service and to avoid any confusion with existing customers (travelers, commuters, and employers). Within the first project year, a central Web site shall be designed to interface seamlessly with 511NY (511NY/rideshare). This central Web site will improve customer service by providing a “one stop shop” for potential users, reduce costs to maintain multiple Web sites at multiple locations, and provide the mechanism for consistent messaging throughout the downstate area.

In addition, while developing the new site, the Consultant shall identify enhancements and upgraded features to fully leverage available capabilities, such as Web site accessibility for wireless mobile devices. The Consultant shall perform the following tasks as part of our site usability analysis:

Analysis of Web Site Statistics.
Usability Testing. Low-cost investment to improve Web site effectiveness.

Search Engine Optimization.

The Consultant shall also use the Web site as a launching pad for public outreach campaigns, a sounding board for travelers to share their experiences and success stories, and as a way to encourage commuters to share information. Web 2.0 and other participatory features, such as moderated message boards, RSS feeds for commuter subscriptions, and alerts for traffic, events, and air quality could enhance the Web presence and create an online travelers community.

The Consultant shall both “push” and “pull” information from customers and partners/allies by providing a user-generated platform for exchanging commuting success stories, challenges, and solutions. The user-generated platform also would provide an opportunity for one-on-one, neighbor-to-neighbor discussions. Additionally, the Consultant shall work to attract high-occupancy travel advocates to provide testimonials and help lead the way toward greater use of carpooling, vanpooling, transit, walking, and bicycling, as part of daily living. The Consultant shall integrate this plan into the overarching communications plan, which shall include several tactics to encourage people to visit the Web site and return to it frequently. These tactics shall include social marketing on Web sites, such as MySpace, FaceBook, Twitter, etc.; viral advertising; and online adwords strategies.

Subtask 4.2 Technology and Systems-Secondary

Webinars

The Consultant shall use webinars as another tool to present TDM services to employers. The Consultant shall also explore webinars to deliver internal training for its staff and to help educate and train TDM practitioners and stakeholders across the state.

Emerging Technologies

Advancements to Google Maps have allowed that software to be incorporated into the 511NY site as well as into several of the available ridematching software packages. Other applications that the Consultant shall explore are Google Earth and Microsoft’s Tag Reader (tagging of marketing materials) The Consultant believes that handheld or mobile applications shall be a driving force for future developments in TDM services and applications, and the Consultant shall work with its vendors to ensure that mobile applications are developed while still maintaining traditional applications.

Other Technology Systems and Program Dashboard

Technology shall also play an important role in program coordination and management. Software, such as SharePoint (team coordination and information sharing), ACT (sales and management), SalesForce (vanpool customer relations), and MS Project (program tracking), shall be used. The incorporation of the data of the above software along with other quantitative data shall provide the basis for a Project Dashboard. This dashboard shall, at a minimum, provide “summary status” of the program for NYSDOT representatives and selected stakeholders.
Subtask 4.3 Reporting

Tracking, Sharing Information, and Reporting

Based on the evaluation plan, the Consultant can begin the rigorous monitoring process. Three elements are integral to the successful reporting of the program’s accomplishments, including the baseline and annual surveys, online team collaboration/tracking, and monthly updates.

Baseline and Annual Surveys: The Consultant shall implement an initial survey of the commuting public within 60 days of contract award. This survey shall serve as the basis for all future performance evaluation and help to guide the program’s actions over the course of the upcoming year. The Consultant intends to conduct this survey annually to help support the program’s continuous improvement efforts. Based on the results of annual surveys, additional targeted survey/assessments may be needed to gather more detailed information about specific aspects of the operation. For example, it may be useful to survey employers participating in commuter options programs to gather more detailed information about specific services or programs, or Web site users could be asked to respond to a simple survey about their experience with the site and ease or difficulty accessing information.

Online Tracking: One of the Consultant’s goals is to integrate ridematching and customer service software system across Region 8, Region 10 and Region 11 to provide a uniform and comprehensive system for tracking all of the agreed-upon performance measures and results.

In cooperation with the NYSDOT, the Consultant shall create a standardized reporting form that includes the desired metrics for reporting (e.g., carpool, vanpools, VMTs removed, number of meetings with employers, number of public outreach events, number and type of brochures distributed, number of new participants registered), along with space to insert detailed information on specific employers or other information regarding activities.

The Consultant shall also create two Web-based task portals to serve as shared databases that all team members and designated NYSDOT staff can access. One shall be for the Consultant key management team members and the other shall be for outreach and customer service staff. The task portal provides a transparent real-time reporting mechanism for work in progress. Web interface shall provide 24 x 7 x 365 access to documents posted by all project partners through an off-the-shelf application called SharePoint.

Monthly Updates: In cooperation with the NYSDOT, the Consultant shall develop uniform monthly reports. These monthly reports shall include charts and graphics to clearly communicate trends and patterns. Moreover, where appropriate, the Consultant anticipates plotting several metrics geographically on a map (e.g., number of rideshare participants by county, origins of vanpools) to communicate results in a way that can be used to assess the effectiveness of specific outreach and marketing efforts. The Consultant shall also provide any specific reports as requested by the NYSDOT and/or Region 8, Region 10 or Region11. Monthly Reports will be emailed to designated NYSDOT representatives within 30 days after the close of each month. At the request of the NYSDOT and/or one of the regions the Consultant shall deliver, present and discuss Monthly Reports at a meeting.

Annual Reports and Recommendations

The Consultant shall develop an annual report documenting progress toward objectives, accomplishments, challenges and recommendations. It is anticipated the annual report shall include:
Discussion of results in monthly reports, including a summary of activities and resulting program outputs, featuring charts, graphs, and maps.

- Results of baseline/annual surveys.
- Evaluation of the effectiveness of tasks.
- Recommendations for program improvements based upon evaluation.

**Subtask 4.4 Contract and Financial Management**

Effective and efficient delivery of services for this project is based on having the right people, processes, and tools. For a program whose focus is changing long-standing behaviors while continually improving the TDM offerings and effectiveness this demands that management is focused on minimizing administrative and managerial burdens, and consolidating as many functions as possible across the downstate area.

The Consultant shall effectively track progress and costs using data available from program tracking and our accounting system (AccuFund). Contract management, budget, and general project administration shall be consolidated and shall be the responsibility of MetroPool, under the direction of Sal Bottone, Director of Finance and Administration. Bottone will work with Partnership representatives in each downstate NYSDOT Region collecting hours, invoices, expenditures, costs, etc. on a monthly basis. All contract and financial interaction with the State shall come through MetroPool. The targeted billing date is the 15th of the month following when the cost was incurred.

**Cost Monitoring.** AccuFund software suite tracks detailed financial data at the contract, task and subtask levels, including labor hours and costs by labor category and individual, other direct costs, travel, expenditures and detailed subcontractor invoice data. MetroPool shall use AccuFund data to track all expenditures against the approved budgets.

**Performance and Schedule Monitoring.** The Consultant shall provide an annual schedule of deliverables and monitor against these deliverables on a monthly basis as part of monthly reporting. Included shall be charts/graphs showing progress against agreed upon goals. In addition to Monthly Reports this progress against established goals shall be available to the NYSDOT 24/7 through a project dashboard.

**Reporting.** The Consultant shall provide monthly activity reports (8) and quarterly reports (4). Monthly Reports shall be delivered by the 30th of the month following the activity but shall not be submitted for months that end a quarter – for these months a Quarterly Report shall be delivered. Quarterly Reports shall be combined with a scheduled meeting with the NYSDOT to present and discuss findings. Monthly reports shall present information on activities, results, problems and projections and may present some or all of the following:

- SOVs, VMTs, Pollutants removed by mode
- Transit Support
- Number of telephone calls and Web hits
- Number of media articles, impressions and reach of marketing & public outreach efforts
- Number of employer and commuter outreach activities
- Summary data on ridematching system
- Data on existing programs such as Vanpool riders and number of vans
Quarterly Reports shall include charts and graphs to clearly communicate progress against objectives, trends and patterns. Quarterly Reports shall be designed for and contain content to stimulate communication and discussion regarding progress, problems, concerns and trends.

**Interaction with the NYSDOT.** In addition to monthly and quarterly reports and meetings The Consultant shall interact with NYSDOT in the following ways. At the Contract level (negotiations, contract management, financial management, major issues, etc.) MetroPool as the Prime contractor and John Lyons as the Project Manager and Sal Bottone as the Director of Finance and Administration shall be the points of contact and decision making. All required notifications, financial reports, invoices and progress reports shall be delivered on an agreed upon schedule by MetroPool.

The NYSDOT has designated Regional representatives from the three NYSDOT downstate Regions to be responsible for day-to-day management and regular interaction with the Partnership. Communication shall both formal and informal at the downstate NYSDOT Regional level through regular telephone, email, reports and meetings. The Consultant shall support NYSDOT’s informal, internal TDM service integration working group as directed. The addition to the designated Partnership Regional Representative, the Project Manager, Deputy Project Manager and the directors of key cross functional areas Marketing, Service Delivery, Technology and Support, and Product & Service Development shall interact with NYSDOT at the downstate Regional level on a regular basis.

**NYSDOT TDM Services Working Group (TSWG).** A TDM-PAC consisting of the Partnership’s leadership and key NYSDOT representatives shall provide a forum for identifying goals and objectives, setting strategic direction, evaluating and resolving issues. The Partnership team shall include the Project Manager, Deputy Project Manager, a representative from Region 8, Region 10 and Region 11 and the key functional area Directors (service delivery, marketing, technology, and product development). NYSDOT representatives may include some of the following; Regional Mobility Managers, representatives from Contract Management, TDM, 511NY, CANY and External Relations and others as designated by NYSDOT.
Annual Work Plan for NYSDOT Region 8
TDM Services
YEAR ONE: January 1, 2010 to December 31, 2010

Note: The first number is the 12 month figure and is based on an anticipated total contract amount of approximately $2.1m; the number in parentheses is the figure based on the amount of funds initial available, which totals approximately $1,350,000, and covers the first eight months. The contract will be fully funded once additional funds are available.

Task 1. TDM Service Delivery $1,277,729 ($851,819)

Subtask 1.1 Outreach to employers/employees $262,518 ($175,012)
The Consultant shall initiate outreach and recruitment of employers via an integrated approach that is supported centrally but executed locally. There will be two or three tiers of employers based on number of employees. The thresholds are to be agreed upon by the consultant and NYSDOT as soon as practicable, once the consultant reports to NYSDOT how many employers there are in the region of various sizes, and the consultant’s ability to provide what levels of service. At a minimum, all employers of 100 or more employees will be sent an introduction to the TDM program within 60 days of contract commencement. That introduction will include a description of the program, a clear explanation of the consultant’s relationship to NYSDOT, an offer to provide ongoing communications from MetroPool on all matters relating to TDM, and it will seek from the employer an answer as to what level of interest there is on the part of the employer. Larger employers will offered higher levels of service, including site visits, transportation days, surveys of employees, development of trip reduction programs etc.

For other than routine communications with large and other important employers, the Consultant shall proceed only after securing the concurrence of the relevant county or, if that concurrence is withheld, only if NYSDOT gives explicit approval to work with that employer despite the county’s position. Whenever a county or any governmental body conveys to the consultant, or it in any way becomes known to the consultant, that that public body has a problem with what the consultant is doing, the consultant should report that situation to NYSDOT.

Regardless of the size or importance of the employer, the consultant should pursue interaction with the employer only for as long and only for those purposes for which the consultant’s interaction is welcomed by the employer.

Until size and activity thresholds are established, the consultant will maintain levels of communication to employers similar to those in place in 2009 and any deviation from that pattern will be at either NYSDOT’s direction or with NYSDOT’s approval. Once thresholds are established, the consultant is encouraged to go beyond those minimal thresholds as long as the Consultant can stay within budget for this subtask.

Overall approach and work plan for this sub-task are delineated in Scope of Services. .
Deliverables:
The Consultant shall offer to provide various TDM services, e.g., surveys, transportation days etc, to region 8 employers/employees based on the thresholds and time lines to be agreed upon by the consultant and NYSDOT within the first 60 days of the contract..

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<tr>
<th>Employment Sites</th>
<th>Q1 2010</th>
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<th>Transportation Days</th>
<th>Q1 2010</th>
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**Commuter Tax Benefit**

**Three Region Shared Activity:**
The Consultant shall promote this to commuters and their employers through educational materials, on-site events, workshops and through the 511NY Rideshare website.

The Consultant shall develop materials and a strategy to inform employers and reach the bicycle audience.

**Region 8:**
In Westchester and Rockland counties, Commuter Tax Benefit outreach and promotion shall be conducted by the Consultant in concert with the respective county. Commuter Tax Benefit promotion shall have a dual emphasis, one through the employment site and one through general marketing. Regarding the former, if the employer supports the idea of the Commuter Tax Benefit, the Consultant shall encourage the employer to highlight the benefit as a key element of any successful trip reduction program. Where there is no cooperation on implementing the Commuter Tax Benefit by the employer, the Consultant shall not try to persuade the employer of the program’s worth but shall simply report the situation for NYSDOT. Regarding Commuter outreach, when marketing to the public, the Commuter Tax Benefit shall be highlighted as a key part of the vanpool program, as well as an important benefit in transit use, and associated parking. The recent addition of bicycling as a qualified mode of travel shall also be promoted.

**Subtask 1.2 Commuter & Traveler Services**  $697,576 ($470,716)

**Vanpools**
Three Region Shared Activity

A Vanpool Proposal will be presented to NYSDOT by the consultant within 90 days from the fully executed contract date. The Plan will address all significant aspects of the vanpool program, including topics such as subsidy levels (if any) to be provided by NYSDOT; fares to be charged to the commuters; vehicle type; maintenance practices; insurance; interstate vanpools; intra-NYS but inter regional vanpools; driver benefits and obligations; vanpools on parkways; vanpool related parking opportunities; non-conventional uses of vanpools such as shuttles to employment sites, or lunchtime shuttle trips, or shuttle services between residential areas and travel nodes such as park and rides or train stations; the potential for securing various fund sources, including FTA 5307 funds; and any other vanpool issue the consultant deems worthy or thinks that NYSDOT might be interested in. The consultant will include in the proposal what commitments it is prepared to meet under a new vanpool program, e.g., what fares it would charge for how many mile trip at what subsidy level; at what subsidy level would the consultant be willing to cover the cost of tolls, or insurance: how fast would a replacement vehicle be available in a breakdown situation: would a guaranteed ride home program be in effect and if yes, what would it offer to vanpoolers at what cost to the vanpooler.

Region 8:
Starting with the first day of this contract, the vanpool program in effect in Region 8 throughout CY 2009 will remain in effect in all material ways until and unless a successor program is proposed by the consultant and approved by NYSDOT. It would also be acceptable to modify the vanpool program prior to a new program being implemented if the consultant and NYSDOT agree to such a modification in anticipation of including it in the eventual new program. The one exception to the mutuality of the above is that NYSDOT can with 60 days notice and without the concurrence of the consultant, reduce the amount of subsidy per van that the state is willing to pay the consultant, in which case the consultant would then have the right to increase fares paid by the commuter by an amount in the aggregate that would offset the reduction in subsidies.

For Region 8, the program in place on January 2, 2010 (the carryover program) is expected to generate new vanpools at a pace of at least 20 per year in Region 8; that means a net increase of at least 15 vanpools taking into account attrition. (Note: the above is based on the premise that vanpools will average at least 6 occupants per vehicle).

Any successor VanPool Program in Region 8 must have an expectation of forming at least 30 vanpools per 12 months, with a net increase of at least 25. The goal is to be 40 vanpools. A net vanpool increase of somewhat fewer than 25 vanpools will viewed as a disappointment likely to be addressed by modest adjustments to subsidy levels or fares or increased marketing, etc. Adding fewer than 15 vanpools over a 12 month period of the successor program will be viewed as a serious shortfall warranting decisive actions that might include significant changes in vanpool policies and practices.

Create New Vanpools:

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<tr>
<th>Vanpools</th>
<th>Q1 2010</th>
<th>Q2 2010</th>
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Deliverables:
The Consultant under the carried over program shall produce net new vanpools at a pace of 15 per 12 month period. Upon implementation of a successor program, the net increase expectation will be no fewer than 25 vanpools. The consultant will report on progress towards this end in regular monthly, quarterly and annual reports submitted to Region 8.

Shuttles

Three Region Shared Activity:
The consultant shall present a corridor specific plan for shuttle program activity.

Specifically for Region 8:
The Consultant shall identify and report to NYSDOT where the Consultant sees potential for bus or van shuttles connecting residential neighborhoods and major travel nodes such as a Park & Ride or a train or bus station, or between a public transit station and a major employment site. In some potential bus shuttle situations, upon direction from NYSDOT, the Consultant shall undertake discussions, along with or on the behalf of NYSDOT, with a transit operator and/or the relevant employer(s). The Consultant shall not assume financial responsibility for the development or operation of such bus shuttles. The Consultant shall upon direction of NYDOT participate in the marketing of these shuttles or the management of park and rides that support such shuttles.

The Consultant shall consider and pursue a van shuttle solution only when the per trip ridership volume is expected to not exceed 10 passengers. The Contractor shall put a high priority on developing two or more such shuttle services, at least on a demonstration basis, during year one of this contract. The Consultant shall consult with NYSDOT at frequent intervals when such projects are pursued.

Goal:

<table>
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<tr>
<th>Private shuttle development and support</th>
<th>Q1 2010</th>
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Deliverables:
The Consultant shall work with employers to develop and support the use of 4 company private shuttles in 2010 and shall report on progress towards this end in regular monthly, quarterly and annual reports submitted to Region 8.

Carpooling

Three Region Shared Activity:
During the first year of the project, the Consultant, will produce specifications for and then competitively select the most appropriate ridematching system for the area.
Rideshare matching systems employed in Region 8, Region 10 and Region 11 in 2009 will remain in effect in 2010 until a successor carpooling program is proposed by the consultant, approved by NYSDOT, and then implemented. In the interim period, the consultant is encouraged to propose low cost incremental steps that will increase the efficacy of the carried over rideshare programs, particularly insofar as they accelerate the use of the 511rideshare website.

The consultant shall administer the initial (carried over) program with a commitment characteristic of a new and enthusiastically supported program, not as a placeholder. At the same time, the Consultant shall complete and propose to NYSDOT the design of a superior replacement program. Said proposal will be given to NYSDOT no later than April 30, 2010.

Region 8:
A carpooling program as proposed is to cost no more to Region 8 per month than approximately 120% of the 2009 Region 8 Carpooling Program, and is to be ready for implementation within 60 days of receiving an affirmative answer from NYSDOT. Any Carpool Program will be rejected if it does not have, for Region 8 alone, an expected outcome of at least 300 regular carpools created per 12 months, resulting in at least 250 fewer SOVs on the road. With the above as the “expectation,” the “goal” should be 50% higher.

Any outcome somewhat below expectations will be viewed as disappointing and will result in an assessment and probably a decision to give the current program more time and/or a modest revision of policies and practices. Results substantially below expected results (certainly if less than half the expected SOV diversions are achieved) would be viewed as a serious problem requiring stronger actions; NYSDOT in such a case would look not only to changing policies and practices but resource re-allocation as well as consultant performance.

Goals:

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<th>Rideshare Applicants</th>
<th>Q1 2010</th>
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Three Region Area-wide:
During the first year of the project, the Consultant under the guidance of the NYSDOT, shall produce a set of specifications for downstate New York State and a RFP to be reviewed and approved by NYSDOT which will guide the competitive selection process of the most appropriate ridematching system for the area to be integrated with 511NY. See Task 4.1 for more details and deliverables.

Deliverables for Region 8:
The Consultant shall produce at a minimum 300 carpools reducing 250 SOV on the roadways and shall report on progress towards this end in regular monthly, quarterly and annual reports submitted to Region 8.
**Transit Support**

The Consultant shall promote all forms of transit by promoting the commuter tax subsidy, operating the call center, by promoting transit at work sites, by administering supporting guaranteed ride home programs, by operating feeder shuttle services, by operating supporting park and rides, and by marketing. The Consultant’s Customer Service staff, for example, will be well versed with all major transit systems in the region, at least to the point where the correct referral to a transit operator will be made in virtually all cases.

**Bike & Walk**

**Region 8:**

The Contractor shall promote walking and biking as an integral part of the package offered to employers as well as through broad marketing. Emphasis will be on conventional bike and walk trips to and from work sites and transit nodes, as well as promoting the availability of the extensive trail systems found throughout Region 8. The consultant shall work with employers to make work sites more hospitable to walkers and bicyclists, including the provision of bike storage areas, the maintenance of on-site paths, administering guaranteed ride home programs, distribution of the bike trail brochure focusing on the Hudson Valley, plus the consultant should also pursue innovative programs such as organized lunch time van or carpool systems that would take walkers, bicyclists and other employees to midday destinations so as to provide mobility to those without cars as well as offer an alternative to those who commuted to work but who would use an alternate means of travel during the day if one were available.

The goal is for the Consultant to increase the number of biking and walking trips commuters made during peak travel times (of total number auto commuters) in Region.

**Park & Ride Management**

Three Region Area-wide Shared Activity:

In the second half of 2010 the Consultant shall present a plan for review and approval by NYSDOT to support NYSDOT’s goal of reducing congestion through increased ridesharing and integration with multi-modal transportation. Consultant shall support NYSDOT in its development of Park and Ride Management policy for Regions 8, 10 and 11.

**Specifically for Region 8:**

The Park and Ride Program in effect in Region 8 will stay in effect upon commencement of this contract. Under that program, the consultant leases and maintains parking spaces for commuters at logistically important commuter nodes where conventional approaches to providing park and ride space are not feasible. The program is expected to stay essentially the same through the first 12 months of this agreement except that through the course of the first 12 months the scope may be increased (at NYSDOT’s discretion) by up to 20%. Any proposal by the Consultant to expand or otherwise enhance the Park and Ride Program at no cost to NYSDOT would be welcomed by NYSDOT without reservation. Proposals from the consultant requiring additional funds would also be welcomed by NYSDOT but will be treated on a case by case basis.

Unless otherwise agreed upon, the consultant shall manage the Bedford Park & Ride lot, and maintain leasing relationships with the current (6) private property owner Park & Ride lots, and
shall report on progress towards this end in regular monthly, quarterly and annual reports submitted to Region 8.

<table>
<thead>
<tr>
<th>Hopewell Junction</th>
<th>LeChambord Inn</th>
<th>Dutchess</th>
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<tr>
<td>Brewster</td>
<td>Temple Beth Elohim</td>
<td>Putnam</td>
</tr>
<tr>
<td>East Fishkill</td>
<td>Kimberly Korners</td>
<td>Dutchess</td>
</tr>
<tr>
<td>City of Poughkeepsie</td>
<td>Crannell Street Parking Lot</td>
<td>Dutchess</td>
</tr>
<tr>
<td>Bedford</td>
<td>NYSDOT Lot off 1-84</td>
<td>Westchester</td>
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<tr>
<td>Town of Poughkeepsie</td>
<td>Page Industrial Park</td>
<td>Dutchess</td>
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<tr>
<td>Kingston</td>
<td>Diner</td>
<td>Ulster</td>
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**Telecommuting**

Three Region Shared Activity:
The Consultant shall work with employers to design and implement telecommuting programs. The consultant shall also promote Compressed Work Schedules and Flex Time. The Consultant shall include telecommuting in the basic TDM program offered at employment sites but shall pursue only with employer approval. If the employer is not receptive, the Consultant shall not attempt to persuade the employer of the virtues of telecommuting but will simply report the situation to NYSDOT. The Consultant shall not expend significant resources on the promotion and implementation of this mode.

Goals:

<table>
<thead>
<tr>
<th>Telework pilot programs</th>
<th>Q1 2010</th>
<th>Q2 2010</th>
<th>Q3 2010</th>
<th>Q4 2010</th>
<th>2011</th>
<th>2012</th>
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Deliverables:
The Consultant shall produce 4 telework pilot programs at companies in 2010 and will report on progress towards this end in regular monthly, quarterly and annual reports submitted to Region 8.

**Guaranteed Ride Programs (GRP)**

Three Region Shared Activity:
The Consultant shall encourage employers to implement GRP programs and shall assist in administering such programs when asked by an employer. The Consultant shall, in limited cases, on a demonstration basis, offer to apply its funds towards administering the program. In such cases, NYSDOT prior approval shall be required in both the selection of the employer and the design of the system.

**Construction Communication**

Three Region Shared Activity:
The Consultant shall help commuters and travelers gain effective and successful access to travel and TDM information relative to transportation construction projects throughout the three regions. This shall be part of an integrated approach with promotion of 511NY which offers real time construction information.

**Region 8:**
The consultant shall undertake construction mitigation efforts as directed by NYSDOT, including informing the public of construction schedules, the availability of detours, the availability of alternate transit services, the availability of safe walking and bike routes, etc. The Consultant may be asked to establish shuttle services or limited duration carpools and vanpools if regular transit services are interrupted or constrained in their ability to serve certain locations or otherwise meet their schedules. The Consultant shall have the right to decline to provide such services.

**Subtask 1.3 Product & Services Support $233,506 ($155,671)**

**Three Region Area-wide Shared Activity:**

During the first six months of the project, the Consultant shall develop an incentive plan and schedule which will be reviewed and approved by NYSDOT. This Plan is to be integrated with the Consultant’s marketing and communication efforts.

**Subtask 1.4 Customer Service $75,630 ($50,420)**

**Three Region Shared Activity:**
Customer service staff shall support field operations with outbound telemarketing support. Customer service representatives shall provide ridematching and vanpool enrollment support, address transit information inquiries, and resolve issues or complaints. All calls shall be logged and tracked by the Consultant for follow-up action and performance management.

The Consultant shall develop answers to FAQs based on call center data. The consultant shall have a website and/or 800 telephone number available 24 hours per day/365 days per year, and the Consultant shall be reachable through the NYSDOT 511NY Program.

The marketing plan to be proposed by the consultant shall describe for all significant matters how the website and telephone inquiries will be handled. As of commencement of this contract, the consultant shall have a sufficient number of individuals answering telephones during business hours to handle 50 calls per hour with a minimal wait time. Each person answering the telephone is to be familiar with TDM programs to a degree that at a minimum will result in the caller receiving a proper referral.

**Deliverable:**
The Consultant shall provide Customer Service phone coverage M-F 8-6, plus internet. The Consultant shall provide customer service call center statistics in regular monthly, quarterly and annual reports submitted to Region 8.
Task 2. Marketing  $476,718 ($317,811)

Three Region Shared Activity:

Subtask 2.1 Advertising  $226,609  ($151,073)

From contract commencement until a new marketing plan is in effect, the Consultant will continue the marketing efforts begun in 2009 unless it is mutually agreed by the consultant and NYSDOT to expand or delete or in any other way modify such efforts.

Subtask 2.2 Communications  $250,109  ($166,739)

As a three Region shared activity, the Consultant will develop a marketing plan that will focus on the first and second years of this contract and will address, among other items, the following:

A. The balance to be struck in allocating resources between marketing efforts that are three-regionwide and marketing to be directed within Region 8 (with the latter focused on individual projects and/or travel corridors.
B. The balance to be struck among different modes of travel and different forms of media. For example, how many marketing dollars does the consultant propose to spend on carpooling vs. vanpools vs. transit vs. bike/ped vs. telecommuting and flex time, and which forms of media are best suited for marketing which modes of travel. The marketing plan should also recommend a geographical balance among the three regions and within each Region, and within each region, the plan should show the kinds of marketing the consultant proposes to do that would be corridor, or route or project specific. The marketing plan should also recommend which outside entities the consultant should work with, including where can other resources be leveraged by providing consultant management skills as well as fiscal resources.
C. Development and management of website(s) (see below).
D. Coordination with 511 and Clean Air New York.
E. Coordination with transit operators, localities, business and civic organizations.
F. Any aspect of marketing the consultant wishes to address or NYSDOT makes known to the consultant that it (NYSDOT) would like to have addressed.
G. Plan Implementation: The consultant, within 30 days of NYSDOT approval of a marketing plan

Subtask 2.3 Public Relations  $20,000  ($20,000)

Public Relations by the Consultant is a Shared Activity. The goal is to share key messages as broadly as possible through outreach to mainstream media.

Three Region Area-wide Activity:

The Consultant shall work with NYSDOT Region 8 as delineated in the marketing plan.
Task 3. Program Evaluation & Refinement $19,963 ($13,309)

Subtask 3.1 Performance Measures & Evaluation $11,140 ($7,427)

Three Region Shared Activity:

The consultant is to meet all reasonable requests from NYSDOT for data, insights and recommendations. Monthly reports are to be submitted as partial substantiation of bills submitted. They will report on such routine items as vanpools formed, vanpools ended, vanpool ridership in terms of persons carried, vanpool miles traveled, tolls paid; similar data to the extent possible will be submitted for carpools, especially carpools formed through any formal carpool system. Other information to be submitted would include number of corporate site visits, number of employees advised, number of employees trying new modes of travel; inquiries made by phone, hits on the website etc.

Quarterly and annual reports comprising monthly reports and aggregate data and reasonable levels of analysis are required. To the degree practicable, the consultant in its analyses should try to separate those items that are a function of consultant performance from those that are not. NYSDOT acknowledges that this is difficult to do and will provide guidance to the consultant in this regard.

The Consultant shall employ consistent, standardized performance measures and consistent metrics across Region 8, Region 10 and Region 11 that track commuter and traveler behavior, response, change and overall results for the program.

The Consultant shall use agreed upon performance evaluation to continuously improve program operations and management. Products, services, strategies and tactics will be modified based on performance (results). The Consultant’s approach to program reporting and assessment recommends the components described below. The Consultant shall implement the NYSDOT’s direction regarding these recommendations.

Setting Goals and Performance Measures
The Consultant shall build reporting and evaluation into all elements of the program. For instance, measures may include:

1. **Outcomes:** Vehicle trips reduced, VMT reduced, emissions reduced, fuel savings, traveler cost savings (e.g., saved gasoline costs, vehicle maintenance costs).
2. **Outputs:** Number of hotline and Web site inquiries, ridematching database activities, new vanpools established, or Web site hits, which are influenced by program activities.
3. **Activities:** Number of outreach meetings held, attendance, presentations given, or work site events held.

The Consultant shall establish specific targets for desired achievements as directed by the NYSDOT. The Consultant shall perform annual assessments and recommend refinement to the NYSDOT to continually improve program effectiveness. The Consultant shall implement the NYSDOT’s direction regarding said recommendations.
Developing Monitoring and Evaluation Methods
The Consultant shall develop an evaluation plan that identifies how established metrics will be assessed and tracked over time.

**Activity Tracking:** Activity measures and most output measures will occur through on-going record keeping, for instance, number of Web site hits, calls to 511NY and number of companies offering commuter benefits programs can be directly recorded and tied to outreach efforts.

Developing methods for tracking outcome measures, such as VMT reduction, however, is more complex. VMT can be measured using direct measurement techniques, such as instrumented vehicles, but these methods are too costly. Consequently, alternative methods shall to be employed to assess the estimated VMT reductions associated with TDM products and services.

**Survey Development:** The Consultant shall recommend traveler surveys as part of evaluating VMT and vehicle trip impacts. The Consultant shall implement the NYSDOT’s direction regarding recommended surveys. Surveys of individual traveler’s shall be used to estimate current mode shares, the proportion making changes, the specific nature of these changes, and the amount of travel reduced.

Under the direction of the NYSDOT, the evaluation plan shall specify the analysis approach in more detail, highlight methodological issues, and explore potential avenues for enhancement.

**Subtask 3.2 Program & Services Development/Improvement  $8,824  ($5,882)**

**Three Region Shared Activity:**
The Consultant’s Program and Services component shall support on-going service delivery and continuously improve performance of products, services and methodologies based on performance and meeting established goals and objectives.

**Product Enhancement/Best Practice Applications**
The Consultant shall initiate a product and services assessment within 60 days of contract award. The goal of this assessment is to identify the immediate, mid-term (one-year), and long term (three-year) improvements that have the greatest potential of improving service delivery and customer satisfaction.

**Special Projects Shared/Coordinated**
The Consultant shall work with the NYSDOT including the statewide TDM project to explore opportunities for pilot and demonstration projects.

**Research**
Working with the NYSDOT, the Consultant shall identify applications for limited research that are likely to have a direct and tangible benefit on TDM performance in the downstate area. Whenever appropriate and at the direction of the NYSDOT, the Consultant’s research efforts shall be coordinated with the Statewide TDM project.
Training and Technical Assistance
Under the direction of the NYSDOT, resident expertise within the Partnership shall be utilized to provide training and technical assistance to partners, stakeholders, and other TDM programs statewide in NY. The Consultant’s Web site shall be used to post information on current training and technical assistance and archive training modules.

Regional Policy Related Involvement
Only under the direction of the NYSDOT, the Consultant shall assist as instructed with policy issues such as Land Use Planning, Economic Development, Congestion and Value Pricing.

Task 4. Program Management $225,437 ($225,437)

Three Region Shared Activities:
The Consultant shall establish a technology advisory group comprised of partnership and NYSDOT representatives to assure effective integration of technology especially with regard to 511NY, Ridematching, evaluation and reporting.

Subtask 4.1 Technology and Systems-Major $123,349 ($82,233)
The Consultant’s first priority shall be to integrate major applications and systems to support two critical elements of the Consultant: the Web site and the ridematching system. Under the direction of the NYSDOT, the Consultant shall consolidate ridematching services across the downstate area as an integrated component of the 511NY system.

Rideshare Software
In cooperation with the NYSDOT, the Consultant shall develop specifications and conduct a competitive selection. The specifications that the Consultant shall use may include the following:

The Consultant shall seamlessly integrate with the 511NY Transit Planner service, allowing users to find not only carpool/vanpool opportunities but also transit opportunities.

The Consultant shall explore online ridematching applications via wireless mobile devices, i.e., iPhones, smartphones, connected PDAs, etc. This way Commuters will be able to access their account to access alternative commute options real time, in emergency situations or in general, when a computer is not accessible.

511NY Interface and Web site Enhancements
Commuters and travelers looking for assistance (carpool, vanpool, or transit) shall be directed to www.511NY.org. All current downstate TDM Web sites will redirect to www.511NY.org/rideshare and provide a seamless and transparent transition for the user. The Consultant shall continue to work with Region 8 and the NYSDOT 511NY team to refine the 511NY Rideshare website and Interactive Voice Recognition (IVR) elements.
The Consultant shall also use the Web site as a launching pad for public outreach campaigns, a sounding board for travelers to share their experiences and success stories, and as a way to encourage commuters to share information.

The Consultant shall both “push” and “pull” information from customers and partners/allies by providing a user-generated platform for exchanging commuting success stories, challenges, and solutions.

The Consultant shall integrate this plan into the overarching communications plan, which shall include several tactics to encourage people to visit the Web site and return to it frequently. These tactics shall include social marketing on Web sites, such as MySpace, FaceBook, Twitter, etc.; viral advertising; and online adwords strategies.

**Subtask 4.2 Technology and Systems-Secondary $10,213 ($6,809)**

**Online Surveying**
The Consultant shall employ online simple, inexpensive surveying tools, such as SurveyMonkey. Online surveying shall be used primarily to collect commuter attitudinal information, mode shift, or customer satisfaction.

**Webinars**
The Consultant shall use Webinars to present TDM services to employers. The Consultant shall also explore webinars to deliver internal training for its staff and to help educate and train TDM practitioners and stakeholders across the state.

**Emerging Technologies**
The Consultant shall explore technological advancements that might benefit performance such as; Google Maps, Google Earth and Microsoft’s Tag Reader as well as technology that enables the use of mobile applications.

**Secondary Technology Systems and Program Dashboard**
The Consultant shall employ assistive technology to support program coordination, performance and management such as; SharePoint, ACT (sales and management), SalesForce and MS Project. The data from the above along with other quantitative data shall provide the content for a Project Dashboard. The dashboard shall provide “summary status” of the program for NYSDOT representatives and selected stakeholders.

**Subtask 4.3 Reporting $7,665 ($5,110)**

**Tracking, Sharing Information, and Reporting**
Based on the evaluation plan, the Consultant shall track and share information with NYSDOT informally and though established reporting.

**Baseline and Annual Surveys:** The Consultant shall implement the initial survey within 60 days of contract award. This survey shall serve as the basis for all future performance evaluation and help to guide the program’s actions over the course of the upcoming year.
Consultant shall conduct this survey annually to help support the program’s continuous improvement efforts.

**Online Tracking:** In cooperation with the NYSDOT, the Consultant shall create a standardized reporting through the new Ridematching system that includes the desired. The Consultant shall also create two Web-based task portals to serve as shared databases that all team members and designated NYSDOT staff can access. One shall be for the Consultant key management team members and the other shall be for outreach and customer service staff. The task portal provides a transparent real-time reporting mechanism for work in progress.

**Monthly Updates:** The Consultant shall develop monthly reports. These monthly reports shall include activities, results and developments. The Consultant shall plot available metrics geographically on a map (e.g., number of rideshare participants by county, origins of vanpools) to communicate results in a way that can be used to assess the effectiveness of specific outreach and marketing efforts.

**Annual Reports and Recommendations**
The Consultant shall develop an annual report documenting progress toward objectives, accomplishments, challenges and recommendations. As applicable and appropriate, the annual report shall include:

1. Discussion of results in monthly reports, including a summary of activities and resulting program outputs, featuring charts, graphs, and maps.
2. Results of baseline/annual surveys.
4. Recommendations for program improvements based upon evaluation.

**Subtask 4.4 Contract and Financial Management $84,210 ($56,140)**

**Three Region Shared Activity:**
The Consultant shall effectively track progress and costs using data available from program tracking and the accounting system.

The Consultant shall delineate the Shared Services in each work plan for Regions 8, 10 and 11. These shared work services for all three Regions should also be presented in a spreadsheet to be distributed to Regions 8, 10, 11 and various Program Areas with NYSDOT’s Main Offices. The Consultant shall prepare an accounting system to be reviewed and approved by NYSDOT that shall track and verify charges to each shared task need to be incorporated into each work plan for Regions 8, 10 and 11.

Cost Monitoring. Financial data at the contract, task and subtask levels, will be tracked and will show: labor hours and costs by labor category and individual; other direct costs; travel expenditures and detailed subconsultant invoice data. MetroPool shall use AccuFund data to track all expenditures against the approved budgets. The tracking of all projects and costs and payments will show clearly what each member of the Partnership group is working on, including in which Region, the costs that are being incurred and the respective Region against which the charges are directed.
Performance and Schedule Monitoring. The Consultant shall provide an annual schedule of deliverables and report against these on a monthly basis as part of monthly reporting. Charts/graphs showing progress against agreed upon goals shall be included. In addition to Monthly Reports, this progress against established goals shall be available to the NYSDOT 24/7 through a project dashboard.

Reporting. The Consultant shall provide monthly activity reports (8) and quarterly reports (4). Monthly Reports shall be delivered by the 30th of the month following the activity but shall not be submitted for months that end a quarter – for these months a Quarterly Report shall be delivered. Quarterly Reports shall be combined with a scheduled meeting with the NYSDOT to present and discuss findings. Monthly reports shall present information on activities, results, problems and projections and may present some or all of the following: SOVs, VMTs, Pollutants, Transit Support, Telephone calls, Web hits, Media articles, impressions and reach of marketing & public outreach efforts, Employer and Commuter outreach activities, Ridematching Summary data and Vanpool data. Quarterly Reports shall include all of the above complied plus charts and graphs to clearly communicate progress against objectives, trends and patterns.

Interaction with the NYSDOT. The Consultant shall interact with NYSDOT in the following ways: At the Contract level (negotiations, contract management, financial management, major issues, etc.) interaction will be through MetroPool upper management. All required notifications, financial reports, invoices and progress reports will be delivered on an agreed upon schedule by MetroPool.

The NYSDOT has designated Regional representatives from Region 8, Region 10 and Region 11 responsible for day-to-day management and regular interaction with designated Partnership representatives. Communication will be both formal and informal at the Regional level through regular telephone, email, reports and meetings. The Consultant shall support NYSDOT’s informal, internal TDM service integration working group as directed.

The Consultant, at NYSDOT discretion, will serve as staff to any committees formed in furtherance of this contract. Two such committees are likely: an internal NYSDOT committee to monitor and coordinate all NYSDOT-funded programs in the TDM realm, and an interagency and to some degree public oriented committee that would serve as an external advisory committee.

Attendance at any conferences or out of the area meetings is to occur at the direction of or with the approval of NYSDOT and only in such cases will reimbursement for costs be made.
Schedule B

Budgets & Rates

Integrated New York Commuter & Traveler Assistance Program Services for NYSDOT (Region 8 TDM Services)

REDACTED