

**Attach To Contract Document**

**New York City Department of Transportation  
Division of Planning & Sustainability  
Alternative Fuel Programs**

**Consultant/Program Management Services for  
Development of a Clean Truck Program in Hunts Point  
Borough of the Bronx**

**PIN: 84108BXPS337**

**Addendum #4  
November 2, 2009**

**This Addendum is Hereby Made Part of the Contract Documents**

**The proposal due date has been extended from November 17, 2009 to  
December 2, 2009**

**NOTE:**

**Attached please find:**

- 1. Addendum No. 4**
- 2. Response to Question Raised to Agency during the Pre-Proposal Conference**
- 3. Revised Table of Contents – Page 1R**
- 4. Revised Pages 2R – 12R**
- 5. Revised Section VII – Attachment A (R), Proposed Contractual Agreement**
- 6. Revised FORM IT-R**
- 7. Revised FORM 3T-R**
- 8. Acknowledgement Receipt Of Addendum #4**

**New York City Department of Transportation  
Division of Planning & Sustainability  
Alternative Fuel Programs**

**Consultant/Program Management Services for  
Development of a Clean Truck Program in Hunts Point  
Borough of the Bronx**

**PIN: 84108BXPS337**

**Addendum #4  
November 2, 2009**

**NOTICE TO ALL PROPOSERS**

- 1) THE PROPOSAL DUE DATE HAS BEEN EXTENDED FROM NOVEMBER 17, 2009 TO DECEMBER 2, 2009
- 2) Pursuant to additional information recently received from the Federal Highway Administration, revolving loans as defined by FHWA cannot be capitalized using CMAQ funds. Therefore, this RFP has been amended to request proposals for rebate style programs only.
- 3) **REFER TO TABLE OF CONTENTS OF THE RFP**  
DELETE the Table of Contents in its Entirety  
REPLACE WITH Revised Table of Contents attached
- 4) **REFER TO SECTION I, SECTION II, SECTION III, SECTION IV, SECTION V, SECTION VI, AND SECTION VII(A) OF THE RFP**  
DELETE ALL the Sections (I – VII (A)) in its Entirety  
REPLACE WITH Revised Section I-R, Section II-R, Section III-R, Section IV-R, Section V-R, Section VI-R, and Section VII (A) R attached
- 5) **REFER TO FORM 1T IN SECTION VII(D) OF THE RFP**  
DELETE Form 1T in its Entirety  
REPLACE WITH Revised Form 1T-R attached
- 6) **REFER TO FORM 3T IN SECTION VII(D) OF THE RFP**  
DELETE Form 3T in its Entirety  
REPLACE WITH Revised Form 3T-R attached
- 7) **REFER TO FORM SF 330 OF THE RFP VIID**  
DELETE FORM SF 330 in its Entirety

**Addendum #4  
Hunts Point Clean Trucks Program, PIN 84108BXPS337**

**Questions and Answers:**

Q1. Can you describe what you envision when referring to a “revolving loan” program and what types of projects/participants you believe would be best suited to participate in this kind of program?

**A1: Pursuant to additional information recently received from the Federal Highway Administration, revolving loans as defined by FHWA cannot be capitalized using CMAQ funds. Therefore, this RFP has been amended to request proposals for rebate style programs only.**

Q2. Do the loan fees from the revolving loan fund go to the Contractor, or do they go back to DOT?

**A2. Same as A1.**

Q3. Do the commitment fees on the loans go to the Contractors, or do they go back to DOT?

**A3: Same as A1.**

Q4. If a customer in Hunts Point buys a clean truck now, will they be considered for any monies?

**A4: Vehicle purchases made prior to the award of this contract will not be considered for rebates under this program.**

Q5. Please explain the process of dispensing funds for truck replacements, upgrades, and/or after-treatment technologies. How will the Contractor be reimbursed for providing the cost upfront?

**A5: When a vehicle is approved for financial assistance and all eligibility issues have been satisfied, request for payment from DOT may be requested immediately. DOT will make an effort to make payment promptly.**

Q6. What is the time frame in which NYCDOT will electronically transfer the funds?

**A6: The City usually reserves a 30 day window for processing payments. Electronic Fund Transfers (EFTs) have been known to take as quickly as 5-7 days or possibly up to 2 weeks upon acceptance of the invoice.**

Q7. Would NYCDOT consider opening up an Escrow Account to allow for quick access to withdraw funds specific for new truck purchases and other upgrades and retrofits?

**A7: The Agency assumptions regarding Consultant/Contractor approach is that “the contractor would possess sufficient financial resources, creditworthiness and capability, either alone or through a lender partner to advance payments to various entities to finalize transactions swiftly, in advance of re-payment by the City, as needed”. Therefore NYCDOT will not consider opening an Escrow Account at this time.**

Q8. Can the Contractor be reimbursed for the interest costs associated with providing the upfront capital for awards?

**A8: Interest on borrowings are not an allowable cost. Information regarding interest and other financial costs can be found in 48 CFR Part 31. 205-10 and 205-20. ([http://www.access.gpo.gov/nara/cfr/waisidx\\_05/48cfr31\\_05.html](http://www.access.gpo.gov/nara/cfr/waisidx_05/48cfr31_05.html))**

Q9. What is the maximum amount of funding that the Contractor would be expected to provide upfront?

**A9: The Contractor would be expected to have available a minimum line of credit of \$1 million dollars.**

Q10. Upon execution of contract with the NYCDOT, demonstrating cost benefit factors such as the amount of incentives paid based on cost/per ton emissions reduced may not be the appropriate payment metric during certain phases of the project period such as the project development phase. How will the Contractor bill his/her time for deliverables that may not fall under the cost benefit factors?

**A10: Please see revised Section II R.**

Q11. The RFP indicates that funding will be allocated over a 5 year period from \$5 to \$7.5 million per year depending on what is appropriated. If it is feasible to replace/retrofit 500 trucks in a smaller window of time, can the project funding be allocated for that period or over a shorter period? Is there a maximum allowed burn rate?

**A11: Program funding has been budgeted in the NYS Transportation Improvement Plan (TIP) for a five-year period, and is subject to those constraints.**

Q12. Please clarify the requirements of cost share for program participation. How does NYCDOT envision the Contractor handling the 20% of truck replacements and the required Escrow Account?

**A12: This is to be determined by the Proposer.**

Q13. Can an applicant participating in the Hunts Point Clean Truck Program leverage other grant funding for the 20% cost share?

**A13: An applicant can utilize other State, local or private funds as match. Matching funds must be non-Federal funds in order to be eligible. Additional information regarding cost share and matching funds can be found in 49 CFR Part 18, Sec. 18.24. (see A12 for URL web address). Consideration of non-monetary cost share will be subject to negotiation of the final contract award and the overall program structure.**

Q14. What types of emission control technologies do NYCDOT wish to use for the program?

**A14: All diesel emission control devices must be certified either by the US Environmental Protection Agency or the California Air Resources Board. NYCDOT would prefer to see devices certified to Level 2 at a minimum, but will accept all certified/verified retrofits as part of this program depending on the applicability of the emission control technologies on a per vehicle basis for the various trucks being retrofitted.**

Q15. Does the NYCDOT have a preference on number of replacements vs. retrofits?

**A15: The goal of the Hunts Point grant is to utilize the funds appropriately in order to obtain a significant air quality benefit by updating a minimum of 500 trucks operating through Hunts Point. It's anticipated that a number of strategies will need to be employed in order to reach this number including retrofits and replacements, and that retrofits will factor significantly in order to meet that goal given the amount of grant funds available.**

**Additional contracts under this grant are also being contemplated in order to place retrofits in the Hunts Point fleets as quickly as possible in advance of the creation of the Clean Truck Program. This may reduce the overall count of vehicles once the program is up and running.**

Q16. Are there other NYCDOT programs that may benefit this program that the Proposers should be aware of?

**A16: No.**

Q17. The cost for in-use emission testing for heavy duty trucks is quite expensive and can absorb a good portion of an annual appropriation of \$5 to \$7.5 million budget for one project year. Will NYCDOT have additional funding for tasks that may absorb high program costs? (Weighing project benefits such as more truck replacements vs. in-use testing – may be more cost effective to estimate emission reductions based on vehicle specs, operation, technologies, etc.)

**A17: It is not anticipated that NYCDOT will have additional funding other than what has been identified in the RFP.**

Q18. The RFP states that contract payments can only be made based on costs for Project Management Services. Please describe what costs are included in Project Management Services (e.g. direct labor, ODCs, G&A). How do Out-of-Pocket expenses relate to Project Management Services? Is the 10% cap on Project Management Services a fixed cap on ODCs?

**A18: Payment will be made on direct technical labor (DTL) based upon agreed upon billing rates, plus an overhead factor, with a 10% take-off on that total to determine profit. The overhead includes G&A all other indirect costs. That factor is subject to negotiation and approval at the start of the contract and annually. Out-of-pocket costs are additional. No markup is allowed on out-of-pocket charges.**

Contract payments are audited and approved by DOT pursuant to NYC Comptroller's Office Directives including but not limited to Directive number #2 which describe the audit and payment approval guidance in full detail and definition, as well as Directive #6 which deals with travel and misc. reimbursements. A full listing of all the NYC Comptrollers Office Directives and Memoranda can be found at: <http://www.comptroller.nyc.gov>

**Payment of rebates for vehicles that enroll in this program will be considered a 'pass through' for the purposes of this paragraph and are not considered a part of out-of-pocket or project management costs.**

Q19. What is NYCDOT's take on addressing refrigerated heavy duty trucks? Will there be flexibility in the program to provide other emission reduction options for reefers such as idle reduction technologies (APUs)?

**A19: Eligibility requirements, and types of technologies will be determined as part of the program by NYCDOT during the negotiation of the resultant contract and/or during the term of the resultant. However, .all proposers are advised to propose on the scope of work as delineated in the RFP.**

Q20. What is the incremental covered for the replacement of a diesel to a new diesel?

**A20: See answer in Q19.**

Q21. Will Hunts Point EDC fleet study be available to proposers for use in our proposals?

**A21: No.**

Q22. Can Federal funds from another source be used as part of the match?

**A22: Federal funds cannot be used to match Federal funds. State, local or private funds are eligible.**

Q23. Can we use salaries of staff participating in the program as match?

**A23: Consideration and identification of the required match will be subject to negotiation of the final contract award and the overall program structure. Information regarding cost share and eligible matching funds can be found in 49 CFR Part 18, Sec. 18.24. (see A12 for URL web address)**

Q24. Can empowerment zone funds be used as part of the 20% match?

**A24: Per Federal regulation, neither costs nor the values of third party in-kind contributions may count towards satisfying a cost sharing or matching requirement of a grant agreement if they have or will be counted toward satisfying a cost sharing or matching requirement of another Federal agreement, a Federal procurement contract, or any other award of Federal dollars. Additional information regarding cost share and matching funds can be found in 49 CFR Part 18. (see A12 for URL web address)**

Q25: Does DOT have defined scrappage protocols for the Program Management team to follow or are these protocols also under the team's responsibility in the 'design phase'?

**A25: DOT is obligated to follow protocols set by the grantor, FHWA, in determining eligibility requirements for scrappage programs.**

Q26: Can you provide any guidance on what qualifications or experience would be considered adequate or acceptable to the city relating to these assumptions?

They are as follows:

\* The contractor would possess the communication skills required to assist applicants in putting together various funding entities for the purpose of maximizing potential cost-share combinations and capture any synergistic uses of multiple streams of funding in a cost-effective manner.

\* The contractor would propose effective policies and procedures for minimizing difficulties in applying for funds and addressing issues related to eligibility.

\* The contractor would have working knowledge of FHWA/CMAQ and NYSDOT rules and regulations and would ensure program compliance with these rules.

**A26: The contractor should have at least three (3) years of successful experience developing and implementing projects similar in size, scope and nature. Section VII D "Proposal Forms Packet" specifically details the information being requested of proposers, in particular the quality & relevance of prior experience of the firm in general, proposed staff experience, and overall project understanding and approach.**

Q27: Is it a requirement that the prime contractor represent at least 51% of the total cost of the contract?

**A27: Yes. The maximum amount of subcontracts cannot exceed 49% of the total contract.**

Q28: If the prime contractor is not an architectural/engineering firm, then would the SF 330 form still need to be completed? It does not seem applicable to this project.

**A28: Form SF 330 is deleted through this Addendum #4.**

Q29: Form 4T1 has some confusing language in it asking for total labor escalated to project midpoint. Should this labor budget only be for costs to project midpoint, or for duration of the project?

**A29: The maximum escalation factor "D" indicated on Form 4T1 is set by the Department and shall not be changed. The grand total cost shall be calculated by multiplying the amount on "Line C" by the factor on "Line D" and shall be for the entire duration of the project.**

Q30: What is the definition of principals? The RFP states they can be partners or owners but does not define. Our organization is a nonprofit and as such does not have partners or owners in this sense. Would we be considered to have principals at all?

**A30: The words "the Principals" or "the Principals of the firm" are understood to mean those individuals in a firm who possess legal responsibility for its management. They may be owners, corporate officers, associates, partners, etc. With respect to a corporation, a principal is further defined as that person who owns ten (10) percent or more of the voting stock.**

Q31: Form 4T2 list the total direct non-salary cost in column 4 as \$225,000, without explanation. Could you please explain?

**A31: The direct non-salary cost shown on Form 4T2 below Column 4 is an out-of-pocket expense budgeted amount allowed to all proposers and must not be changed. For details on out-of-pocket expenses, please refer to Section VII-A(R), Part II, Section 3, No. 4, page 10 (attached).**

Q32: Form 4T3 asks applicants to provide their own incentives or disincentives without any guidance. Can you provide any guidance?

**A32: Completion of Form 4T3 is optional. However, proposers are encouraged to provide or submit information for proposal performance outcome measures. Information provided on Form 4T3 is not subject to evaluation and will not be rated.**

	<b><u>TABLE OF CONTENTS:</u></b>	<b><u>PAGE #</u></b>
<b>SECTION I</b>	<b><u>TIMETABLE</u></b>	<b>2R</b>
	A) Release Date of the Request for Proposals B) Pre-Proposal Conference C) Proposal Due Date, Time and Location	
<b>SECTION II</b>	<b><u>SUMMARY OF THE REQUEST FOR PROPOSALS</u></b>	<b>3R</b>
	A) Purpose of the RFP B) Anticipated Contract Term C) Anticipated Payment Structure	
<b>SECTION III</b>	<b><u>SCOPE OF SERVICES</u></b>	<b>4R-5R</b>
	A) Agency Goals and Objectives B) Agency Assumptions Regarding Consultant Approach C) Proposed Approach D) Opportunity for Disadvantage Business Enterprise E) Compliance with Local Law 34	
<b>SECTION IV</b>	<b><u>FORMAT AND CONTENT OF THE PROPOSAL</u></b>	<b>6R-9R</b>
	A) Proposal Format 1) Component 1 - Procedural Forms 2) Component 2 - Proposal Forms 3) Component 3 - Cost Proposal 4) Component 4 - Local Law 34 – Doing Business Data Form 5) Component 5 - Federal Boilerplate Forms B) Proposal Package Contents (“Checklist”)	
<b>SECTION V</b>	<b><u>PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES</u></b>	<b>10R-11R</b>
	A) Evaluation Procedures B) Evaluation Criteria C) Basis for Contract Award	
<b>SECTION VI</b>	<b><u>GENERAL INFORMATION TO PROPOSERS</u></b>	<b>12R</b>
<b>SECTION VII</b>	<b><u>ATTACHMENTS</u></b>	
	A) Proposed Contractual Agreement B) General Provisions (Appendix A) C) Procedural Forms Packet D) Proposal Forms Packet E) Cost Proposal Forms Packet F) Local Law 34 – Doing Business Data Form G) Vendex Requirements & Confirmation of Vendex Compliance H) FHWA Contract Boilerplate I) FHWA Contract Forms	



## SECTION I R- TIMETABLE

**A. Release Date of the Request for Proposals:                      **August 17, 2009****

All questions and requests for additional information concerning this RFP should be directed to Susan McSherry, the Authorized Agency Contact Person, at:

Telephone #:                      212-839-4544  
Fax #:                                212-839-9892  
E-Mail Address:                 smcsherry@dot.nyc.gov

Proposers should submit questions no later than 10 days prior to the proposal due date since the Agency may be unable to respond to questions received after that date.

**B. Pre-Proposal Conference:**

**Date:                      September 1, 2009**  
**Time:                      1pm – 3pm**  
**Location:                NYCDOT Contract Section**  
**55 Water Street, Ground Floor Bid Room**  
**NY, NY 10041**

Attendance by proposers is optional but recommended by the agency. All questions and requests for additional information concerning the pre-proposal conference should be directed to the Authorized Agency Contact Person.

**C. Proposal Due Date and Time and Location:**

**Date:                      December 2, 2009**  
**Time:                      NO LATER THAN 2:00 PM**  
**Location:                NYCDOT Contract Section**  
**55 Water Street, Ground Floor**  
**New York, New York 10041.**

**Proposals should be hand delivered to NYCDOT Contract Section located at 55 Water Street, Ground Floor, New York, New York 10041, between the hours of 9am-2pm only.**

E-mailed or faxed proposals will not be accepted by the agency.

**Proposals received at this Location after the Proposal Due Date and Time are late and will not be accepted by the agency, except as provided under New York City's Procurement Policy Board Rules.**

The agency will consider requests made to the Authorized Agency Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the agency issues a written addendum to this RFP that extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

## **SECTION II R - SUMMARY OF THE REQUEST FOR PROPOSALS**

### **A. Purpose of the RFP**

The Department of Transportation seeks the assistance of a qualified Contractor to provide technical and administrative support for the development and management of a voluntary, incentive-based, clean vehicle rebate/grant program focused on the heavy duty truck fleet based in Hunts Point, Bronx, NY. The Contractor will also be required to handle finances and/or work with existing leasing companies to provide unique financial incentives that result in the use of cleaner vehicles by Hunts Point fleets [See Section VII, Attachment A (R)]; specifically, to promote fleet truck replacement/modernization for model year trucks 1993 and older, installation of retrofit technologies on trucks model year 1994 and newer, and to promote the use of alternative fuels/technologies such as Compressed Natural Gas and Hybrid-Electric drive

The goal is to affect a minimum of 500 trucks affiliated with businesses in Hunts Point, whose fleet serves and operates approximately 80% of the time within City boundaries. The purpose of the program is to reduce diesel emissions thus improving air quality, and reduce the environmental impact of truck related activities on the neighborhood of Hunts Point/Port Morris and the City as a whole. The grant funding is provided through the FHWA Congestion Mitigation/Air Quality (CMAQ) Program.

### **B. Anticipated Contract Term**

Anticipated Contract Term for the contract is Five (5) years (1825 CCD) starting from the date of the Notice to Proceed with an option to renew for up to five (5) years (1825 CCD) with the same terms and conditions, at the sole discretion of the City.

### **C. Anticipated Payment Structure**

It is anticipated that the payment structure for the contract which will be awarded from this RFP will be based on a combination of direct technical salary costs times a multiplier, specified direct costs subject to an overall "not-to-exceed" fee (upset amount). The multiplier shall be applied only to technical salary costs and shall be considered as including provisions for indirect costs (overhead) and profit. However, DOT will consider proposals to structure payment in a different manner and reserves the right to select any payment structure that is in the City's best interest.

Additionally, cost proposals/payment structure will be based on costs for Project Management Services only, which is not to exceed 15% for straight rebate programs as explained in [See Section VII, Attachment A (R)] – Proposed Contractual Agreement, Part II, Administrative Requirements and Invoicing, Section 2. Cost. This percentage will be used internally as a method to determine the maximum amount payable but not as the method of compensation. The total amount of funds allocated toward this effort (project management and vehicle upgrades) will be between \$7.5 and \$30 million dollars, subject to annual appropriation and achievement of program goals (i.e., number of trucks enrolled). Of this amount, 20% is required local match per Federal requirements, except in the case of diesel after-treatment/retrofits, which do not require cost share. Therefore, the net a Federal funding for this project is \$24 million dollars. Required match must come either from proposer and/or recipient of the rebate, or any other eligible funding source.

## **SECTION III R : SCOPE OF SERVICES**

### **A. Agency Goals and Objectives**

The agency's goals and objectives are to acquire Project Management/Consultant services to assist the Department in developing an open enrollment rebate grant program for the businesses of Hunts Point to upgrade their fleet to cleaner technologies. The work will consist of collecting and analyzing vehicle data, designing and developing a program to help fund the upgrade costs, prepare an educational/outreach component to market the program, and performing technical analysis and other related services as necessary to determine costs and benefits of the program and update and improve the program as necessary. The scope of services included in this RFP can be found in the Proposed Contractual Agreement – [See Section VII, Attachment A (R)].

### **B. Agency Assumptions Regarding Consultant Approach**

The Agency's assumptions regarding which approach will best achieve the goals and objectives are set out, but not limited to, as listed below and are reflected in the Proposed Contractual Agreement [See Section VII, Attachment A (R)]:

- The contractor would have at least three (3) years of successful experience developing and implementing large program management projects and/or grant administration and would have the ability to start this program immediately.
- The contractor would have sufficient staff and experience in conducting outreach, including through seminars and market advertising, to expand the use of this program, and conduct personal site visits with any interested fleet.
- The contractor would possess sufficient staff and experience in providing technical analysis and other related services to conduct cost-benefit analysis of various pollution control devices to determine levels of effectiveness of emissions reductions for candidate vehicles.
- The contractor would possess the communication skills required to assist applicants in pulling together various funding entities for the purpose of maximizing potential cost-share combinations and capture any synergistic uses of multiple streams of funding in a cost-effective manner.
- The contractor would propose and implement an effective program for timely and appropriately handling customer inquiries and process applications in an efficient manner.
- The contractor would propose effective policies and procedures for minimizing difficulties in applying for funds and addressing issues related to eligibility.
- The contractor would propose and implement an effective plan to ensure the continued use of equipment purchased and installed through this program in order to sustain the environmental benefits associated with their use.
- The contractor would have working knowledge of FHWA/CMAQ and NYSDOT rules and regulations and would ensure program compliance with these rules.
- Contractor would have excellent computer skills and be expert in the use of MS Office programs such as Excel, Access, Word, PowerPoint, Front Page, PhotoShop, Adobe Illustrator or any computer program needed to meet the requirements of this RFP.
- The contractor would possess sufficient financial resources, creditworthiness and capability, either alone or through a lender partner to advance payments to various entities to finalize transactions swiftly, in advance of re-payment by the City, as needed.

**C. Proposed Contractual Agreement**

Each successful proposer shall negotiate an agreement based on the proposed contractual agreement [See Section VII, Attachment A (R)]. Such agreement shall contain the appropriate United States Department of Transportation (See Section VII, Attachment H), and New York State Department of Transportation requirements, including but not limited to “NYSDOT procedures for Locally Administered Federal Aid Projects”.

In addition, the proposers must submit all required FHWA forms attached as Appendix Section VII, Attachment I.

**D. Opportunity for Disadvantaged Business Enterprise**

The NYC Department of Transportation encourages firms to meet New York State’s Disadvantaged Business Enterprise (DBE) utilization goal of 10%. The successful proposers must show good faith efforts that it attempted to meet the DBE goal. DOT strongly encourages the Prime Vendor to use local DBE firms in order to meet this requirement. A list of certified DBE firms can be obtained from the following website: <http://biznet.nysucp.net/>

**E. Compliance with Local Law 34 of 2007**

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the City" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete the attached Doing Business Data Form (see Attachment F) and return it with this proposal and should do so in a separate envelope. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form). If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

## **SECTION IV R: FORMAT AND CONTENT OF THE PROPOSAL**

**Instructions:** Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8 ½" X 11" papers. The City of New York requests that all proposals be submitted on paper with no less than 30% post consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: <http://www.epa.gov/cpg/products/printing.htm>). Pages should be paginated.

The RFP package should consist of five (5) individually sealed components as listed below, each bound in an 8 1/2" x 11" plastic spiral binding. No pictures or drawings should be included, except for the cover. The cover should be hard cardboard or laminated plastic, the cover should feature the name of the responding firm(s) and the contract name and number. Responses should be typed using 12 point font. Responses on pre-printed forms should be no smaller than 8 point font, and then only when necessary. The response may include a one page bound transmittal letter, which summarizes the respondent's understanding of the project and its ability to successfully accomplish the job. Each section should be tabbed and labeled to correspond with each section listed (i.e. 1TR, 2T, 3TR, 4T, 5T, 6T, and Form 4T1, Form 4T2, 4T3).

The proposal will be evaluated on the basis of its content, not length.

### **A. Proposal Format**

#### **1. Component 1: Procedural Forms**

A Procedural Forms packet has been supplied with this Request for Proposals and should be fully completed and included in the proposal package as follows:

<b>FORM 1P</b>	<b>PROPOSAL COVER LETTER</b>
<b>FORM 2P</b>	<b>ACKNOWLEDGEMENT OF ADDENDA</b>
<b>FORM 3P</b>	<b>AFFIRMATION FORM</b>

The Original Procedural Forms Packet should include all completed Procedural forms, required procedural documents, signed certifications and Supplementary information.

#### **2. Component 2: Proposal Forms**

A Proposal Forms Packet has been supplied with this Request for Proposals and should be fully completed and included in the proposal package as follows:

<b>FORM 1TR</b>	<b>QUALITY &amp; RELEVANCE OF PRIOR EXPERIENCE (FIRM IN GENERAL)</b>
<b>FORM 2T</b>	<b>PROPOSED STAFF (RESUMES)/EXPERIENCE</b>
<b>FORM 3TR</b>	<b>OVERALL PROJECT UNDERSTANDING &amp; APPROACH</b>
<b>FORM 4T</b>	<b>JOB TITLES &amp; HOURS PROPOSED</b>
<b>FORM 5T</b>	<b>NYCDOT CURRENT WORKLOAD DISCLOSURE (2 PGS.)</b>
<b>FORM 6T</b>	<b>DBE PARTICIPATION FORM</b>

**3. Component 3: Cost Proposal**

A Cost Proposal Forms Packet has been supplied with this Request for Proposals and should be fully completed and ONLY one (1) original set should be submitted and included in the proposal package in a separate sealed (clearly labeled) envelope as follows:

**Cost Proposal**

**FORM 4T1    LABOR COST PROPOSAL\***  
**FORM 4T2    COST PROPOSAL SUMMARY\***  
**FORM 4T3    PERFORMANCE OUTCOME MEASURES & FINANCIAL  
INCENTIVES AND/OR DISINCENTIVES**

Proposers shall review Section VII A (R) "Proposed Contractual Agreement" carefully and shall develop its cost proposal based on the scope therein. It is recognized that these efforts are not fully defined. Accordingly, proposers are asked to specify their assumptions underlying the cost estimate.

**Performance Outcome Measures and Financial Incentives and/or Disincentives**

Performance outcome measures and their related financial incentives and/or disincentives should be proposed in Form 4T3. List and describe desired performance outcomes or targets for the work to be performed by the proposer under the contract along with the related financial incentives and/or disincentives that could potentially be applied to the contract. While the proposer's proposed performance outcome measures and related financial incentives and/or disincentives will not be scored, they may be considered by the agency while awarding the contract and structuring its payments to the consultants.

**4. Component 4: Local Law 34 – "Doing Business Data Form"**

A Doing Business Data Form Packet has been supplied with this Request for Proposals (**Attachment F**) and should be fully completed and ONLY one (1) original set should be submitted in a separate sealed (clearly labeled) Technical Proposal package.

**5. Component 5: FHWA Contract Boilerplate Forms**

A FHWA Contract Boilerplate Form Packet has been supplied with this Request for Proposals (**Attachment I**) and should be fully completed and ONLY one (1) original set should be submitted in a separate sealed (clearly labeled) Technical Proposal package. The packet consists of:

**FORM I-1: BUY AMERICA CERTIFICATION**  
**FORM I-2: DISCLOSURE OF LOBBYING ACTIVITIES**  
**FORM I-3: CERTIFICATION OF A CONTRACTOR REGARDING DISBARMENT,  
PENSION AND OTHER RESPONSIBILITY MATTERS**  
**FORM I-4: CERTIFICATION OF A SUBCONTRACTOR/SUPPLIER REGARDING  
DISBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**  
**FORM I-5: DBE UTILIZATION GOALS**  
**FORM I-6: DBE SCHEDULE OF UTILIZATION**

All components should be individually sealed and labeled (i.e., Component 1, Component 2, Component 3, Component 4 & Component 5) to indicate the contents of each package and placed in an outer envelope or wrapper. All component packages, outer envelope or wrappers shall be addressed as follows:

Proposer's Name  
Address

NYCDOT Contract Section  
40 Worth Street  
8th Floor, Room 824A  
New York, New York 10013

PIN # 84108BXPS337

CONSULTANT/PROGRAM MANAGEMENT SERVICES IN CONNECTION WITH THE HUNTS POINT  
CLEAN TRUCKS PROGRAM, BOROUGH OF THE BRONX

PROPOSAL SUBMISSION DEADLINE IS **December 2, 2009**

NO LATER THAN 2:00 PM

The individually sealed proposals should be submitted at the time and place as indicated in Section IR, Timetable.

**B. Proposal Package Contents (“Checklist”)**

**CHECKLIST FOR RFP**

**The Proposal Packet should contain the following materials. Proposers should utilize this section as a checklist to ensure completeness prior to submitting their proposal to the Agency.**

**1. COMPONENT 1 – Submit one (1) original set**

- 1P Proposal Cover Letter
- 2P Acknowledgment of Addenda
- 3P Affirmation Form

**2. COMPONENT 2 – Submit one (1) original and four (4) copies**

- 1TR Quality and Relevance of Prior Experience (Firm in General)
- 2T Proposed Staff (Resumes)/Experience
- 3TR Overall Project Understanding & Approach
- 4T Job Titles and Hours Proposed
- 5T NYCDOT Workload Disclosure (2 pgs.)
- 6T DBE Participation Form

**3. COMPONENT 3: COST PROPOSAL – Submit ONLY one (1) original Set  
(To be submitted in a separate sealed (clearly labeled) envelope along with the Technical Proposal)**

- 4T-1 Labor Cost Proposal
- 4T-2 Cost Proposal Summary
- 4T-3 Performance Outcome Measures and Financial Incentives and/or Disincentives

**4. COMPONENT 4 - LOCAL LAW 34 –“Doing Business Data Form”-  
Submit ONLY one (1) original set**

- Doing Business Data Form  
**(To be submitted in a separate sealed (clearly labeled) envelope along with the Technical Proposal)**

**5. COMPONENT 5: “FEDERAL BOILERPLATE FORMS”- Submit ONLY one (1) original Set**

- I-1 Buy America Certification
- I-2 Disclosure of Lobbying Activities
- I-3 Certification of A Contractor Regarding Disbarment, Suspension and Other Responsibility Matters
- I-4 Certification of A Subcontractor/Supplier Regarding Disbarment, Suspension and Other Responsibility Matters
- I-5 DBE Utilization Goals
- I-6 DBE Schedule of Utilization

## SECTION V R – PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

### **A. Evaluation Procedures**

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. The Agency’s Consultant Selection Committee (CSC) will evaluate and rate all responsive proposals based on the Evaluation Criteria prescribed below.

In order to establish the technical evaluation ranking, the ratings by the evaluation committee members will be added and averaged for each proposing firm. Upon completion of the evaluation of the Technical Proposals, proposers will be ranked in descending order of score.

Based on these rankings, a “short-list” will be established of only those proposers who submit highly relevant and technically viable proposals with relevant and adequate experience, overall project understanding, approach and innovativeness in all project areas. Proposers not included on the “short-list” will not be further considered. The Agency reserves the right to limit the number of firms shortlisted.

The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make oral or visual presentations in support of their proposals or to exhibit or otherwise demonstrate or clarify the information contained in their proposals. Subsequent to any such presentations, the CSC will prepare revised rating sheets.

The agency shall rank proposers by technical merit and pursuant to Federal/State Method of procurement, (Brooks Law). The price proposal of ONLY the highest technically ranked firm will be opened and reviewed by the consultant selection committee (CSC) to determine whether it is responsive or non-responsive. Following analysis of the responsive price proposal by the CSC, the Agency then consider price by negotiating a fair and reasonable price with the highest technically ranked proposer. In the event that the agency has chosen to negotiate a fair and reasonable price with the highest ranked proposer, if such a fee is not successfully negotiated, the agency may conclude such negotiations, and enter into negotiations with the next ranked vendor(s), as necessary.

All unopened price proposals will be returned back to the respective proposers upon registration of the contract.

Although discussions may be conducted with proposers submitting acceptable proposals, the agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer’s initial proposal should contain its best programmatic and cost terms.

### **B. Technical Evaluation Criteria:**

Each technical proposal will be evaluated based on the following technical criteria and weights:

<b>1. Quality &amp; Relevance of Prior Experience</b>	
- Firm in General	20%
- Proposed Staff (resumes)	10%
<b>2. Quality of Proposal</b>	
- Overall Project Understanding	20%
- Approach and Innovation	20%
<b>3. Financial Capability &amp; Staffing Availability</b>	
- Financial capacity & Approach	20%
- Workload – Staff Availability	10%
<hr/>	
<b>TOTAL:</b>	<b>100%</b>

**C. Basis for Contract Award**

Contract will be awarded to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in this RFP. Award of this contract shall be subject to timely completion of contract negotiation between the Agency and the selected proposer.

## SECTION VI R - GENERAL INFORMATION TO PROPOSERS

**A. Complaints.** The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, NY 10007; the telephone number is (212) 669-3000. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

**B. Applicable Laws.** This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-7820.

**C. General Contract Provisions.** Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A"- General Provisions Governing Contracts for Consultants, Professional and Technical Services' or , if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. If a copy of the applicable document is not attached, it is available through the Authorized Agency Contact Person.

**D. Contract Award.** Contract award is subject to each of the following applicable conditions: New York City Fair Share Criteria; submission by the proposer of the New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Certificate of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

**E. Proposer Appeal Rights.** Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal agency non-responsiveness determinations and agency non-responsibility determinations and to protest an agency's determination regarding the solicitation or award of a contract.

**F. Multi-Year Contracts.** Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.

**G. Prompt Payment Policy.** Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

**H. Prices Irrevocable.** Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

**I. Confidential, Proprietary Information or Trade Secrets.** Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal.

**J. RFP Postponement/Cancellation.** The agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

**K. Proposer Costs.** Proposers will not be reimbursed for any costs incurred to prepare proposals.

**L. Charter Section 312(a) Certification.**

The New York City Department of Transportation has determined that the contract to be awarded through this Request for Proposals (84108BXPS337) for Consultant/Program Management Services in connection with the Hunts Point Clean Trucks Program will not directly result in the displacement of any New York City employee.

\_\_\_\_\_  
Agency Chief Contracting Officer

\_\_\_\_\_  
Date

Message from the New York City Vendor Enrollment Center  
Get on mailing lists for New York City contract opportunities!  
Submit a NYC-FMS Vendor Application - Call 212/857-1680

**SECTION VII – Attachment ‘A (R)’**  
**PROPOSED CONTRACTUAL AGREEMENT**

**CONSULTANT/PROJECT MANAGEMENT SERVICES  
IN CONNECTION WITH  
THE HUNTS POINT CLEAN TRUCK PROGRAM  
BOROUGH OF THE BRONX**

**PIN: 84108BXPS337**

## **Sec VII A (R)**

### **Part I**

#### **Proposed Contract/Scope of Work**

THIS AGREEMENT, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of New York acting by and through the Commissioner of the Department of Transportation (herein referred to as the "DOT") located at 55 Water Street, New York, NY 10041 and \_\_\_\_\_

WHEREAS, DOT submitted an application to the Congestion Mitigation and Air Quality (CMAQ) grant program, to fund a grant entitled "Hunts Point/Port Morris Diesel Emissions Reduction Project" under CMAQ PIN # X770.05 (hereinafter referred to as the "Project"); and

WHEREAS, the United States has provided for the apportionment of Federal Aid Highway funds to the State of New York (hereinafter called "State") for the purpose of carrying out Federal Aid highway projects, pursuant to section 149 of the Federal Highway Act (Title 23 of the United States Code); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of the New York State Department of Transportation to use federal funds available under the Federal-Aid Highway Act and provides for the consent to and approval by a municipality of any project for the use of such federal funds; and

WHEREAS, the Congestion Mitigation and Air Quality Improvement Program ("CMAQ") pursuant to the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU") as administered by the Federal Highway Administration ("FHWA") provides for the apportionment of monies to the State under said program; and

WHEREAS, NYCDOT desires to enter into an Agreement with \_\_\_\_\_ to provide consultant and program management services , which is more fully described in the Statement of Work, attached hereto,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties do hereby agree as follows:

## Task 1. PRELIMINARY PROGRAM DESIGN

- Contractor will obtain and review all available fleet data information on heavy duty vehicles domiciled in Hunts Point including vital statistics (make/model/engine types) and operational/duty cycle information.
- Contractor will identify and describe all various clean vehicle strategies, including diesel retrofit and alternative fuel, taking into account compatibility with the Hunts Point fleet vehicle population and vocation, and make recommendations for targeting specific vehicle types/fleets.
- Contractor will conduct investigations and review similar programs undertaken by various other State and local jurisdictions and provide a summary overview of how each plan is implemented. Contractor will make recommendations as to what various candidate measures/approaches may be replicated as part of the Hunts Point Program initiative.
- Contractor will prepare an emissions data estimate of the current truck fleet mix, based on available research and information, to determine an emissions benefit matrix, showing estimated pollution reductions for various scrappage/trade-up arrangements (old vs. new vehicles), retrofits, or alternative fuel options. Such recommendations shall also include a cost-benefit analysis based on dollar-per-lb/ton reduced for all various clean vehicle strategies for heavy duty vehicles; and a price-point analysis to determine the level of grant support (i.e., financial incentive) necessary and reasonable to trigger interest in the program.
- Contractor will investigate any various other sources of funding available that will maximize the use of the Hunts Point grant funds through increased cost share availability. This includes tax benefits, innovative financing programs, as well as other sources of funds from State and Federal Programs and develop various business plans showing potential financial benefits to applicants who participate in the program.
- Contractor will facilitate program task force meetings, and attend public meetings as necessary, to provide an opportunity for public comment and input by stakeholders. The contractor will produce presentations that are both articulate and well organized, and able to meet a high level of review as well as be easily understandable to the general public.
- The Contractor will prepare preliminary reports based on the findings, input and progress at Task Force and public meetings, as well as a draft final report outlining program details.
- Contractor may be required to conduct additional meetings and site visits, collect any additional data, conduct additional surveys, make additional recommendations, write additional reports and prepare additional documents as required.
- Contractor will adhere to a detailed management plan and work schedule. The work program shall provide for a program launch date no later than six months from the start of this contract.
- The contractor will have to submit monthly progress reports to DOT, and will advise DOT, in advance, of any possible problems or delays.

Deliverables: Report(s) detailing analysis of all available information on the Hunts Point fleet; cost-benefit analysis detailing various incentive levels based on dollar-per-lb/ton reduced for all various clean vehicle strategies for heavy duty vehicles; and a price-point analysis to determine the level of programmatic support required; overview of similar programs nationwide and type of innovative financing options available; preparation and participation in monthly or quarterly meetings; preparation of Power Point presentations and hand out materials as required; and monthly reports detailing progress made

## **Task 2. FINAL PROGRAM DESIGN & GUIDELINES**

- Based upon all the information and input, the Contractor will finalize program design guidelines, providing an outline of the process, requirements and information required to evaluate an application for incentive funding. This includes but is not limited to the following:
  - Contractor will outline the minimum qualifications to participate, paperwork required to process applications, paperwork required to complete the reimbursement process, enforcement issues, responsibilities for final disposition of trucks by salvage yards and contractual obligations of the applicant and others if necessary
  - Contractor will detail the role of vehicle dealerships, vehicle leasing companies, requirements of both replaced and replacement candidate vehicles, vehicle inspection requirements, engine dealership roles and responsibilities, any warranty issues and responsibilities with respect to equipment purchased for inclusion in the program, the application approval process, reimbursement and/or loan financing requirements, funding availability and cost-effectiveness guidelines, vehicle salvage yard responsibilities and applicants roles and responsibilities.
  - Contractor will detail the financial transaction process including account funding requirements for internal purposes as well as a detailed description of oversight and audit functions, performance of necessary reviews, coordination, investigations, information on third party financing organizations or programs, and perform the necessary reviews, coordination, investigations, studies, in order to clearly delineate the payment approval process.

Deliverable: Final Guidelines Booklet submitted and approved by Task Force

## **Task 3. DEVELOPMENT AND ONGOING IMPLEMENTATION OF OUTREACH – MARKETING CAMPAIGN**

- Contractor will develop a detailed plan for community outreach and targeted marketing events
- Contractor shall develop and create various marketing materials with information regarding the program and develop a mailing list of all relevant stakeholders in the business and residential community. Materials must be bi-lingual and must be available in English and Spanish at a minimum.
- Contractor will develop, create and support with its own staff or qualified subcontractor, an online website (also bi-lingual) to promote and provide program and materials, forms, etc., via downloads (Adobe .pdf files or equivalent)
- Contractor will mobilize support for the program by holding and hosting a number of event or seminars which will be open to fleet managers and other interested stakeholders as part of the ongoing progress report criteria and to and formulate and inform future goals and strategies moving forward.
- Contractor will update marketing plan, programs website information, and information handouts, etc. periodically as necessary to account for changes in technologies or policies, as needed, for the entire term of the contract.
- Contractor will retain point-of-contact status and must provide bi-lingual staff for any follow-up questions potential applicants may have for the entire term of the contract.

Deliverable: Detailed action plan identifying targeted community entities and target market; well-designed website up and running with linkages to specific program application and informational materials; attendance at events; preparation of PowerPoint presentations; “x” number of events hosted to market program; preparation, development and printing of marketing materials for mailings/handouts; contact information and staff in place to answer any questions and assist with decision-making process; assistance to help ensure submittal of quality applications and successful long-term participation.

## **Task 4. PROGRAM IMPLEMENTATION**

### **Subtask 4a. Process, Evaluate, and Troubleshoot Program Applications (Participant Intake)**

- Based on outreach efforts, Contractor shall receive applications from participants, evaluate applications for completeness, follow up over the phone and in-person with truck dealer and participant to request additional back-up documentation required to complete the approval process
- Contractor shall review vehicles title history to determine of number of years previously owned and registered, interview owner and inspect dispatch logs etc. to determine number of trips to and from Hunts Point, and any documentation needed to support application
- Contractor will estimate benefit and cost-effectiveness of updated vehicle versus trade-in, both for operational (driver) impacts, and emissions reduced to determine appropriate funding support level
- Contractor shall coordinate with NYS-DMV, lending entities, insurance providers, trucking/leasing firms that utilize or lease to the trucker/applicant, and truck dealers in providing coordination to secure any additional paperwork or background check information as necessary, including vehicle liens to protect federal cost-share
- Finalize transaction and provide funds up-front to owner or dealership as appropriate
- Document and Inspect replacement vehicle
- Document and certify destruction of old vehicle (engine)
- Review and revise program guidelines as needed in bi-lingual format (English/Spanish)

Deliverable: complete processing of all applications submitted under the program, including documentation and final disposition of scrapped vehicle; per vehicle summary documenting emissions reduction benefit and cost-effectiveness of replacement vehicle; terms and conditions of any loans granted or guaranteed to applicants; and revise grant program guidelines as needed

### **Subtask 4b: Plan, Oversee and Troubleshoot After-treatment Retrofit Program**

(Note: All retrofits to be EPA or CARB certified to be eligible)

- Contractor shall receive applications from participants, evaluate applications for completeness, follow up with truck dealer and/or retrofit vendor, and participant to request additional back-up documentation required to complete the approval process
- Contractor will analyze the best retrofit technology based on a given applicants truck duty cycle and other relevant circumstances
- Contractor will estimate emissions benefit and cost-effectiveness of each retrofit to determine appropriate funding support level
- Contractor will finalize transaction and provide funds up-front to owner or installer as appropriate
- Contractor will facilitate/coordinate with retrofit vendors to ensure each installation is performed accurately and with minimum downtime of vehicle

- Contractor will follow-up on any problems or issues that may occur in the field after installation such as filter plugging or warranty disputes.
- Contractor will work with vendors performing filter element cleaning and will attempt to ensure filter cleanings are being performed when necessary and will do follow-up with any users regarding maintenance issues.
- Contractor shall coordinate with NYS-DMV, lending agencies, insurance providers, trucking firms that utilize the trucker/applicants, and truck dealers in providing coordination to secure any additional paperwork or background check information as necessary, including filing UCC-1 vehicle liens to protect the federal cost-share

Deliverable: Candidate vehicles visually inspected and temperature profiled to determine most effective retrofit technology match; per vehicle summary of estimated emission benefit using retrofit and cost-effectiveness of installation; coordinate installations with all parties involved; monitor and follow-up with users on appropriate maintenance and service issues;

**Subtask 4c: Participant Issues – Resolution, Enforcement, Coordination with Legal Team:**

- The Contractor will be in charge of ensuring compliance with program guidelines for all participants.
- The Contractor will be responsible for addressing participant issues such as dealing with police reports and insurance companies whenever a vehicle has been in an accident
- The Contractor will assist in resolving participant issues such as injury or inability to continue operating the truck; and compliance with program requirements such as percentage of miles driven outside the program area
- The Contractor will assist participants in re-sale of vehicles if the participant needs to exit the program for various permissible reasons to be determined
- The Contractor will coordinate with NYCDOT Legal and enlist the services of legal counsel in cases where the applicant is in gross violation of contractual arrangements requiring that liens or other promissory instruments to be litigated, and will provide the Legal Dept with all necessary information to help bring about appropriate corrective action.

Deliverable: Reports filed on an interval basis to be determined, showing number of participants out of compliance; follow-up with participant to determine problem issue and make recommendations for action based on a case-by-case basis; coordinate with NYCDOT where cases are referred for legal action; coordinate with insurance company to enforce title lien or other promissory instrument if necessary

**Subtask 4d: Emissions Calculations, Emissions Factors, Cost-Effectiveness:**

- The Contractor will be required to update the factors that are used to calculate emissions reductions from each grant award on a regular interval basis, and establish the corresponding amount of grant funds for which each participant is eligible based on dollar per lb/ton basis, and price-point analyses conducted in the preliminary stages.
- The Contractor will be required to keep abreast of any revisions to calculation methodologies for emissions and cost-effectiveness
- The Contractor will update emission factors periodically, based on CARB, EPA or other jurisdictional regulatory body releasing new information pertaining to the emissions characteristics of various types of vehicles and retrofits.
- The Contractor will be required to review and update grant award limits based on cost-effectiveness and other factors, to ensure that the best approach to secure cost-effective emissions reductions is being taken (e.g., eligible vehicle types, model years, types of retrofit devices).

Example of Deliverables: a variety of ongoing analyses involving program emissions reductions, cost-effectiveness calculations, and the effects of changing emissions factors on Fleet Modernization award amounts as well as the exhaust after treatment retrofit program.

## **Task 5: Data Collection and Reporting / Database Management:**

- Contractor will develop an extensive database of program vehicles based on application information and specialized reporting requirements, including detailed annual, semi-annual and final reports.
- Contractor will update and expand the database as needed to include vehicle usage information such as mileage and travel patterns to determine compliance with geographic in-use requirements
- Contractor will collect emissions data, including original baseline estimates at the point of application approval and perform ongoing validation and assessment in order to meet CMAQ reporting requirements and any other specialized reporting as needed.
- Contractor may be requested to perform emissions testing on a sample of representative vehicles to make some determinations on emissions reduction estimates, as well as utilize available modeling techniques to extrapolate sample data and provide a more detailed overall analysis.
- All data collection will be condensed into a presentation format that can be reported in a meaningful way to the NYCDOT and other various intended audiences
- The Contractor shall retain records on all data collection aspects for a minimum period to be determined, but in no event less than five years based on applicant approved date(s).
- Contractor will make ongoing improvements and updates to the existing program database as required to meet the terms of this contract.
- Contractor will answer specific questions about program progress, emissions reductions achieved, etc., in a timely manner, on an as-needed basis.

Deliverables: Monthly downloads of data (if GIS-AVL locators are used), monthly updates based on data collection efforts and information received from grant program users, compiled into a standardized format and incorporated into an appropriate reporting method, with highlights for key metrics such as vehicle usage, geographic in-use requirements, and reporting of emissions data updates, based on actual testing or modeling technique (intervals to be determined)

## **Task 6: Develop Presentations/Speak at Events:**

- Contractor will be required to have personnel available to make presentations at various events throughout the course of the contract period, or help develop presentations to be delivered by NYCDOT staff
- Presentations will describe how the program works, lessons learned, progress reporting, and strategic next steps.
- Contractor may be required to appear before local governing bodies, and elected officials whose area of responsibility includes Hunts Point, to offer information or legal testimony as requested.

Deliverables: preparation of PowerPoint presentations to be delivered by NYCDOT and/or consultant personnel about the Hunts Point Clean Truck Program. Provide testimony at hearings and updates at meetings as needed, etc. Possible technical presentations prepared and presented for a wide array of technical/policy symposia.

## **Task 7: Preparation for / Participation in Program Management Meetings:**

- Contractor will meet with NYCDOT staff on an ongoing basis (interval to be determined or to be adjusted periodically) to discuss program progress, issues that need to be resolved, and various policy issues related to the program.
- Contractor will identify any problems impeding progress and provide alternative solutions based on technical analysis for review and approval by NYCDOT
- Contractor will provide support and analysis to NYCDOT on any policy issues/situations that may arise, which, upon approval, will be used by the Contractor on Program Guideline updates and any changes to program funding policies.
- Contractor must obtain prior approval from NYCDOT on any changes to Program Guidelines in advance of any implementation procedure
- Contractor will provide analyses that are used to update and educate other stakeholders or advisory committees, and occasionally will be asked to attend such meetings.
- Contractor will be required to provide agendas and meeting minutes to NYCDOT within a reasonable time from conclusion of such meetings

Deliverables: Preparation, for and participation in approximately 60 monthly meetings (at a minimum); meeting agendas and meeting minutes.

## **Task 8: Long Term Program Management Requirements**

### **Subtask 8a: Strategic Planning and Coordination with Regulatory Agencies**

- Contractor will be required to assist with strategic planning for the program. This includes but is not limited to the following:
  - Assistance and coordination with any Task Force, ad-hoc committees and agencies (federal, state and local) working on statewide and regional diesel emission reduction issues
  - Coordinate with such entities so that the Hunts Point Program can be complementary to, rather than in competition with, other efforts.
  - Convene working groups to develop viable and effective programs that take into account lessons learned from the Hunts Point program and its effect on any other larger scale programs going forward.
  - Working with agencies to ensure that the latest “best practices” are being employed by the program and are able to be standardized and expanded on a larger scale.

Example of Deliverables: Preparation for and participation in scheduled and unscheduled meetings; convene meetings with various other stakeholders, agencies and entities having key interest in developing a larger scale initiative; follow-up memos and emails regarding key actions taken or needed.

### **Subtask 8b: Continued Oversight & Inspection of Dealerships and Salvage Yards – Train New, Retrain Existing, Ensure Compliance:**

- Contractor will be required to continuously interact with dealerships and salvage yards participating in the program to assist with ongoing issues, including but not limited to:
  - Periodic on site inspections to dealerships and salvage yards to ensure program compliance
  - Mediate disputes between buyer and seller (i.e., unreasonable markups for replacement trucks, etc.) and monitor for abuses
  - Train new dealerships and salvage yards entering the program

- Notify, train, and re-train dealerships and salvage yards whenever program guidelines change

Example of Deliverables: Formal or informal training exercises to communicate program changes to dealers and salvage yards. Periodic email or letter communications to all Hunts Point dealers about problems and issues, and how they can be resolved. Occasional visits to dealerships or salvage yards to discuss problems face to face. When necessary, conduct unannounced visits to dealerships or salvage yards to check the guidelines for the program are being followed.

## **Part II Administrative Requirements and Invoicing**

### **Sec 1. Record Maintenance**

1. The Contractor shall keep all files, including but not limited to, field notes, interview/survey information, diagnostic vehicle data, application forms, loan agreements, bank account information, insurance/title liens, etc. and office computations in a neat and orderly manner, and clearly indexed. These files shall be open for inspection and checking during the course of the work and shall be available for review thereafter. The Contractor shall, at all times, cooperate with the Commissioner for such checking of files as may be necessary.
2. The Contractor is required to keep copies of ***all*** submitted documentation for a minimum of six years after contract is fulfilled for the Department to access upon request. During the contract period, upon request, the Contractor shall provide the Commissioner/representative with legible copies of all field notes on standard loose leaf field book that contain standard survey formats.

### **Sec 2. Cost**

It is anticipated that the available funding for the contract awarded from this RFP will be between \$7.5 and \$30 million dollars, subject to annual appropriation, in annual increments of between \$5,000,000 and \$7,500,000 per year for a period of five years, pending State and Federal obligating authority. Of this amount, 20% is required local match per Federal requirements, except in the case of diesel after-treatment/retrofits, which do not require cost share. Therefore, the net a Federal funding for this project is \$24 million dollars. Required match must come from either from grant recipients, or any other eligible funding source. Contract payments will be based on costs for Project Management Services only, which is not to exceed 15% for straight rebate programs based on program activity for a not-to-exceed amount of \$3,600,000. These percentages will be used internally as a method to determine the maximum amount payable but not as the method of compensation. This fee is a maximum amount only and does not represent a commitment or guarantee on the part of the City to pay such amount. Greater consideration will be given to proposers that propose more competitive prices (in combination with a high quality program).

The Contractor must establish a privately held escrow to demonstrate and verify the required matching cash funds, and a record of how they were obtained, and any fees obtained as a portion of the local match requirement financing.

## BASIS

### 1. **Office Work:**

The payment for the services rendered herein shall be made on the basis of total direct technical office salary costs of the Contractor attributable to the contract times a technical office multiplier, plus direct reimbursement for Principals' Time and certain out-of-pocket expenses.

### 2. **Field Work:**

For field work, payment shall be made on the basis of total direct technical field salaries, including applicable weekend/night work differential, times a technical field multiplier, plus direct reimbursement for principals' time, authorized overtime premium pay and certain out-of-pocket expenses.

## **Sec 3. Definitions**

### 1. **Direct Technical Salary Cost**

Direct technical salary cost shall include only project management costs, exclusive of Principals' Time, and shall be derived from direct individual salaries, not including overtime premium pay, vacation pay, holiday pay, social security, unemployment insurance, worker's compensation, sick pay or other fringe benefits. Any salary increases prior to or during the contract period shall be within parameters as established in the relevant pay index of the U. S. Bureau of Labor Statistics-Employment Cost Index for Professional Specialty and Technical Workers-Wages and Salaries.<sup>1</sup> Any request for salary increases should be accompanied by an analysis showing the relationship to the relevant pay index.

### 2. **Technical Officer or Field Multiplier**

The agency will consider the proposed interim multiplier for establishing Total Contract Fee (including DTL, Interim Overhead & Maximum Profit of 10%). The interim multiplier will be based on currently available information on Consultant Company's overhead and profit. This multiplier is subject to audit and revision on an annual basis when the actual overhead information for the respective year becomes available. Suitable adjustments to the previous payments will be made accordingly upon completion of phase and when multiplier information is available. As needed, the additional fund for the overhead and profit will be added via Change Order by the Agency at the discretion of the Agency.

### 3. **Principals' Time**

Principals of the firm, such as partners or owners, shall be compensated for their time, to the extent that they perform services other than administrative or supervisory services, as follows:

- a) The rate of compensation for Principals' Time as stated herein before, shall not exceed One Hundred Dollars (\$100.00) per hour, to be based on actual draw.
- b) The Principals participating in the project shall provide the Commissioner with a demonstration certifying his/her actual draw from the firm on an average weekly basis. Where said rate exceeds Fifty Dollars (\$50.00) per hour, the principal participating in the project shall provide the Commissioner with a notarized statement by a certified public accountant that such rate does not exceed the principal's annual direct compensation, excluding profit, computed on an hourly rate. The amount payable for Principal's Time shall not be included in the technical salary cost base and is not subject to any multiplier.
- c) The Principals participating in the project shall maintain a daily log of their participation, which shall be submitted with payment requisitions and be available for inspection by the Commissioner.

---

<sup>1</sup> The Annual Employment Cost Index Percent increase times the total yearly salary cost of all current employees working on that project for the prior year, becomes a pool of money from which various raises may be granted. The maximum salary increase per person is limited to the Annual Employment Cost Index plus 50% of the Index. Total of individual raises shall not exceed the pool money per contract year.

- d) The Commissioner shall certify that direct participation by the Principals is essential to the effective and economic completion of the Project.
- e) The total compensation for the Principals' Time shall not exceed Thirty-Five Percent (35%) of the total not to exceed fee as stated hereinbefore.
- f) In the event that Principal assumes the specific assignment of responsibilities normally allocated to a technical member of the project team, said Principal shall be compensated at a rate corresponding to the technical salary commensurate with that assignment times an adjusted multiplier, said multiplier to be established by Department's Engineering Audits Office.
- g) The words "the Principals" or "the Principals of the firm" are understood to mean those individuals in a firm who possess legal responsibility for its management. They may be owners, corporate officers, associates, partners, etc. With respect to a corporation, a principal is further defined as that person who owns ten (10) percent or more of the voting stock.

#### **4. Out-Of-Pocket Expense**

In the event that the Commissioner directs the Contractor to provide services for which out-of-pocket expenses are incurred, the provisions set forth below shall apply. Out-of-pocket expenses shall not exceed 10% of the contract amount.

- a) The cost of acquiring, on a per diem bases, the services of other experts or engineers as may be required for the performance of the Contractor services.
- b) The costs of the use of motor vehicles, owned by the Contractor or employees of the Contractor or leased and maintained by the Contractor and used specifically for and only for the performance of this contract, shall be compensated on a direct mileage basis in accordance with the standards as established for reimbursement allowances for City personnel. The costs of MTA Tokens and Tolls within the city borders are reimbursable as out-of-pocket costs. However, cost of parking is not reimbursable.
- c) The cost of procurement of copies of documents, data sheets, drawings and reports for reference and information.
- d) The cost of printing and duplication by an outside vendor is reimbursable as out-of-pocket costs based on submitted invoice. However, cost of printing by in-house services is not reimbursable.
- e) The cost of project specified microfilming services is reimbursable as out-of-pocket costs.
- f) The cost of project specified photographic film, developing and printing services are reimbursable as out-of-pocket costs.
- g) The cost of renting other materials or equipment, or acquiring services specifically for, and applicable only to, this project may be submitted for direct payment as out-of-pocket costs. This shall not include the purchase of general tools or office supplies whether expendable or reusable.
- h) The costs of specified registered mailing and/or FEDEX type services directed by the Department are reimbursable as out-of-pocket costs. However, routine postage, messenger service, etc., are not reimbursable.
- i) The costs of project related long distance telephone calls are reimbursable as out-of-pocket costs.

**Out-of-pocket expenses are subject to Comptroller limits for city employees. Out-of-pocket expenses shall be subject to audit by the Department of Transportation. Consequently, the Contractor shall maintain, and submit to the Department as part of his/her monthly payment requisition, time and material records for all out-of-pocket expenses incurred during that month and submitted for reimbursement in connection with the services herein contained. Subcontractors and subconsultants are subject to the same rules governing the documentation and reimbursement of Out-of Pocket expenses as the prime consultant.**

#### **5. Indirect Cost and Overhead**

- a) Indirect Costs shall include costs of a general nature which could be applied to the Contractor's entire operation and which are not readily attributable to any one project. These shall include: fringe benefits, taxes, insurance premiums, postage, office supplies, motor vehicles, equipment, office machine and computer rentals, depreciation on purchased equipment, maintenance and operation costs, recruitment, temporary facilities, engineer fees, overhead (see below) and any such costs as are necessary to conduct the firm's operations with the exception of those cost items which are submitted to direct payment as out-of-pocket expenses.
- b) Overhead includes that portion of the Contractors administrative, clerical and financial costs which are applicable to operations, including, but not limited to: rent, utilities, salary costs of administrative and clerical work (including administrative services of the Principal and Technical Typing), fringe benefits, payroll expenses, taxes, insurance, legal and professional fees, bank service charges, depreciation, office supplies and equipment, maintenance.

#### **6. Overtime Premium**

Overtime Premium Compensation should be those payments over and above straight salary for hours actually worked, which are required by applicable State and Federal Laws. In no event however, should the rate of overtime premium compensation exceed the Contractor's normal Company policy relating to such compensation.

#### **7. Weekend/Night Work Differential**

Weekend/night work differential should be compensation over and above the daily wage rate as indicated in the agreed upon rates (as would be indicated in the "Salary Schedule" table) for normally scheduled non-overtime shift work either on weekends or between the hours of 6:00 P.M. and 8:00 A.M. The weekend/night work differential should be limited to a maximum of ten percent (10%) of actual base pay for applicable time worked during the different periods, exclusive of overtime premium pay, and should be paid in accordance with the standards as established for reimbursement allowances for City personnel. In no event however, should rate of weekend/night work differential exceed the Contractor's normal Company Policy relating to such compensation.

#### **8. Performance Evaluation**

Contractor services must be performed in a timely manner. Emphasis should be placed on qualitative and timely submission of required documents and reports. Evaluations of performance will be used in selection of Contractor for future work.

## 9. Subconsultants and Subcontractors

Subconsultant and/or Subcontractor services must be performed on a time and material basis with a not to exceed maximum cost. Reimbursement will be based on time and material invoices verified by the same rules governing the prime consultant. Subconsultant or subcontractor services not included in the original proposal must be disclosed to the Project Manager, and is required to receive the prior written approval of the Commissioner or his/her designee, prior to any work performed on the contract.

### Sec 4. Payments

1. During the course of the contract, all payments, including the final payment, shall be paid to the Contractor on a monthly basis as they occur, as follows:

- a) Payment shall be made based on direct technical office or field salaries of the staff assigned and all professional subcontractors in connection with the project, times a technical office or field multiplier of:

\_\_\_\_\_ for office work \*  
\_\_\_\_\_ field work \*

- b) For approved out-of-pocket costs and allowable time for Principals' services, payments shall be made on the basis of direct reimbursement at cost to the Contractor, with no markup for the Contractor's overhead and profit.
2. The Contractor shall submit to the Commissioner, or his duly authorized representative, but not more than once per calendar month, a certified requisition, and six copies, setting forth in detail the items of work and services performed by the Contractor and the amount of partial payment requested. Requisitions shall be accompanied by statements prepared and certified by the Contractor setting forth the name and title of each of his/her and his/her sub-consultant's employees who was engaged in the project during such respective month, the number of hours worked each day, the direct salary and the compensation attributable to the time for which the requisition is submitted. All requisitions shall be accompanied by a report on the progress of the work, properly coded and tabulated to indicate the percentage of completion of each phase of the work. All said requisitions and progress reports shall be subject to review and approval of the Department's designated Project Engineer.
3. The Commissioner, or his duly authorized representative, shall review the said requisition and if, in his/her judgment, the work and services therein set forth have been performed, the Commissioner shall endorse his/her approval of payment of said requisition and certify that the work and services have been satisfactorily performed by the consultant.
4. Out-of-pocket expenses and compensation for Principals' Time approved by the Commissioner shall be paid at cost to the Contractor, with no markup for the Contractor's overhead and profit.
5. The last and final payment to the Contractor shall become due and payable upon the actual completion of the work under this contract and the filing by the Contractor with the Commissioner of all records and documents in connection with the project.
6. The final requisition shall be accompanied by a statement certifying and scheduling the total direct technical salary costs of the Contractor attributable to the contract.
7. The fee and all payments hereunder shall be subject to review and audit by the Department of Transportation and subject to audit by the Comptroller of the City of New York.

---

\* The agency will consider the proposed interim multiplier for establishing Total Contract Fee (including DTL, Interim Overhead & Maximum Profit of 10%). The interim multiplier will be based on currently available information on Consultant Company's overhead and profit. This multiplier is subject to audit and revision in accordance applicable NYC Comptroller's Directive on an annual basis when the actual overhead information for the respective year becomes available. Suitable adjustments to the previous payments will be made accordingly upon completion of the contract and when multiplier information is available. As needed, the additional fund for the overhead and profit will be added via Change Order by the Agency at the discretion of the Agency.

8. The fee shall not be increased for any reason except as provided herein or where such increase is due to a material change in scope only.

The annual daily rates, exclusive of applicable weekend/night work differential, shall not exceed the rates as shown on Labor Cost Proposals Forms 4T-1 & 4T-2. However, the Contractor may periodically, but not more than once per contract year, request, in writing to the Department, to have these rates adjusted. This adjustment shall be within the parameters as established in the U. S. Bureau of Labor Statistics Employment Cost Index for Professional Specialty and Technical Workers-Wages and Salaries

9. Partial Payments:

- a) The Contractor shall be paid in monthly progress payments based on actual allowable cost incurred during the period in accordance with Section IV of this Agreement. The Contractor shall submit a breakdown of costs for each specific task provided with request for payment. Payment requests are subject to the approval of the Commissioner, or his duly authorized representative.
- b) The Contractor shall inform the city and all sub-contractors/sub-consultants of the Contractor's schedule for submitting monthly requisitions to the City, said schedule shall be strictly adhered to by the Contractor.
- c) All sub-contractor requisitions received by the Contractor at least ten (10) calendar days prior to a scheduled billing, shall be included in that billing, even if the Contractor does not have other costs to be billed for that period. The Contractor shall inform the sub-contractor of the date the requisition was submitted to the City and the amount included for the sub-contractor.
- d) In cases where the contractor has not pre-paid for services, the Contractor is required to make partial payments to all sub-contractors within (10) calendar days of receipt of payment from the City.
- e) Accounts of the Contractor shall clearly identify the costs of the work performed under this Agreement and shall be subject to periodic and final audit by the City and, on Federally aided Projects, by the Federal Highway Administration. Such audit shall not be a condition of partial payment.
- f) The total maximum length of this Contract shall be 1825 consecutive calendar days from notice to proceed.
- g) This Department in its sole discretion has the option to renew this contract at the same terms and conditions, and not to exceed price, for an additional 5 years. The multiplier is subject to adjustment at the renewal time.

## **Sec 5. Electronic Funds Transfer**

In accordance with Section 6-107.1 of the New York City Administrative Code, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, Contractor shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of Finance with information necessary for Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

# FORM IT-R

## QUALITY & RELEVANCE OF PRIOR EXPERIENCE (FIRM IN GENERAL)

**PIN:** 84108BXPS337      **PROJECT NAME:** HUNTS POINT CLEAN TRUCK PROGRAM

CONSULTANT: \_\_\_\_\_

PROFESSIONAL ENGINEERING/  
ARCHITECTURAL SERVICES

OTHER/ \_\_\_\_\_

### DESCRIBE

#### **QUALITY & RELEVANCE OF PRIOR EXPERIENCE – (FIRM IN GENERAL)**

- 1) Proposer will include relevant experience in analyzing technologies and trends in the clean diesel and alternative fuel vehicle field from both a fuel and equipment perspective, developing and executing communication campaigns to market large incentive based clean transportation programs, working with the local trucking industry to provide fleet management assistance and technical expertise, implementing fleet monitoring systems, processing financial instruments and facilitation of financial transactions, processing financial awards and providing ongoing oversight in the last three (3) years.
- 2) List all current and prior projects completed within the last three (3) years for analyzing technologies and trends in the clean diesel and alternative fuel vehicle field from both a fuel and equipment perspective, developing and executing communication campaigns to market large incentive based programs, working with trucking firms and individual owner/operators to provide fleet management assistance and technical expertise, implementing fleet monitoring systems, processing financial instruments and facilitation of financial transactions, processing financial awards For each project, provide the following information:
  - Description/Name of Project
  - Dollar Value of Project
  - Contract Term
  - Contract Status
  - Owner/Client
  - Owner Project Manager
  - Telephone No.
  - Email

NYCDOT reserves the right to request data to verify information provided above.

- 3) Proposer will include relevant experience in community outreach in the last five (3) years.
- 4) Proposer will demonstrate its financial capacity and management ability and the quality of its past performance including the ability to manage large scale, complex projects and complete them on time, as documented by references. Proposer will demonstrate its business approach to the project, outlining the rebate program structure, including identification of potential matching funds; a multi-year timeline for managing the financial side of the program; and complimentary products, services or incentives offered. The proposer must have an available line of credit in excess of \$1,000,000 or equivalent that must be verified by an office of the lending institution in writing. Proposer must have the legal ability to hold funds, and if proposing the financing of matching funds, be able to make loans, enter into loan agreements, and collect repayments, using prudent lending practices.

# FORM 3T-R

## OVERALL PROJECT UNDERSTANDING AND APPROACH

**PIN:** 84108BXPS337    **PROJECT NAME:** HUNTS POINT CLEAN TRUCKS PROGRAM

**CONTRACTOR NAME:** \_\_\_\_\_

**OVERALL APPROACH TO PROJECT:**                      (Staffing Sheet)

1. Describe your overall approach and understanding of this contract in providing program design, outreach activities and program marketing/branding, program implementation, data collection and analysis as more fully described in various forms herein, and the financial aspects involved in the development of a rebate program. Describe your business plan, any financial products you would offer to borrowers (fleets) if financing required matching funds, complimentary products/services, program incentives, and how you will promote the long term sustainability of the project. Describe how you would develop criteria for applicant selection, the evaluation of quantifiable and unquantifiable benefits of the emissions reductions, cost-effectiveness and verification of emission reductions (\$/ton or lb), provisions for monitoring and enforcing loan terms, and communicating with project partners and client recipients. Proposers are expected to explain the different tasks anticipated to be performed, their relationship, the extent to which they can be performed concurrently and the unique aspects of each task as they relate to this project. Explain the duration of each task and demonstrate the proposer's ability to complete these tasks on time with the proposed staffing. Please elaborate on how the positions assigned for this project as shown in your organization chart and those of any sub-contractors/consultants will assist you in the execution of each identified task and demonstrate ability to manage and complete these tasks in a timely fashion.
  
2. Discuss any alternate tasks, or innovative, value-added approaches that would assist in the successful provision of services and/or best achieve the project goals and objectives.

New York City Department of Transportation  
Division of Planning & Sustainability  
Alternative Fuel Programs

**ACKNOWLEDGEMENT RECEIPT OF ADDENDUM #4**

Consultant/Program Management Services for  
Development of a Clean Truck Program in Hunts Point  
Borough of the Bronx

PIN: 84108BXPS337

**Addendum #4**  
November 2, 2009

TOGETHER WITH ALL WORK INCIDENTAL THERETO

I, \_\_\_\_\_  
(NAME AND TITLE)

\_\_\_\_\_  
A duly authorized representative of  
(NAME OF PROPOSERS)

---

Acknowledge receipt of Addendum No. 4 dated November 2, 2009 for  
PIN # 84108BXPS337