



New York City Department of Transportation

NYCDOT Road Operations Safety and Compliance  
Data Project Request for Expressions of Interest

PIN: 84116RFEI986

**Addendum #1**

March 25, 2016

**Notice to Respondents**

Attached hereto are the written responses to written questions received.

This addendum must be signed by all Respondents and attached to their Response.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name of Authorized Signature

## Written Responses to Written Questions Received

Q1. With reference to Question 4.1.9 on Page 4 of the RFEI, what specifically does the NYCDOT mean by “broad trends”?

A1. Recognizing that trends are identified by assembling an array of data points and extrapolating an association between them, NYCDOT is interested in the camera system’s ability to compile the relevant data points and present conclusions about what is happening on the street in areas including vehicle volume, curb utilization, and vehicle speed. Proposed queries may include

- “Have observations of double parking in a particular neighborhood increased this month over last month?”
- “How do observed average vehicle speeds vary by street class by time of day and day of week?”
- “What is average clearance gap in conflicting movements for left turns made at intersections along a corridor and is this changing over time?”
- “What is the speed distribution of vehicles engaged in making left turns at uncontrolled intersections and is this changing over time?”
- “What is the average occupancy of parking spaces and curb lanes in a neighborhood and how has this changed compared to one year ago?”
- “How does driver attentiveness vary by road type, speed of traffic, density of traffic signs, and other factors, and is driver attentiveness increasing or decreasing over time?”

However, this request is intentionally nonspecific, in order to allow for a wide variety of responses.

Q2. With reference to Article 16 titled “Indemnification, Responsibility for Safety, Injuries or Damage” on Page 16 of the RFEI, Section 16.1 contains broad language regarding indemnification liability. We would like to propose changes to this verbiage that hold the Company fully responsible for its product, any product failures or negligence but not factors beyond the scope of this Agreement - would that be acceptable? Specifically with respect to Article 16 we can’t take any liability for drivers employed by NYC and anything they are already doing today prior to installation [by our firm] – e.g., motor vehicle liability, workers comp etc. Fine to cover our product warranty and anything caused directly by our product, but the indemnification needs to be narrowed to make clear it will not cover anything done with vehicles that our devices are installed in.

- A2. The Sample Demonstration Agreement is for reference purposes only. In the event NYCDOT determines to pursue a demonstration, an agreement based on the Sample Demonstration Agreement, but tailored to the circumstances, will be utilized.
- Q3. Regarding Exhibit C, the insurance requirements span various aspects of the business such as general liability, workers comp, etc. With specific reference to Section 1.04 - does the required commercial auto liability insurance apply to all operations under this agreement, including for vehicles owned/operated by NYCDOT that the Company's camera system is deployed in?
- A3. The commercial auto liability insurance requirements would not apply to vehicles owned by the City, but it would apply to any vehicles that the vendor (or its subs) use in connection with the demonstration project.
- Q4. How does the Department intend to acquire the Data Project?
- A4. This RFEI is meant to give NYCDOT an idea of the companies that provide the technologies and services sought herein. In the event that NYCDOT decides to pursue such technology and services it shall do so in accordance with the Procurement Policy Board Rules of the City of New York.
- Q5. Has the Department determined a funding source for this project? If so, are you able to indicate which source will be used?
- A5. For the purposes of funding this Demonstration Agreement, DOT will be using funds budgeted by the City to help NYCDOT advance OneNYC goals.
- Q6. Which vendor currently provides the camera systems?
- A6. None.
- Q7. How does the Department intend to store the data collected?
- A7. We are looking for ideas and suggestions for this issue.
- Q8. How many camera systems will be acquired?
- A8. This depends on the parameters of the camera system, and the participant's ability to scale up to meet the goals outlined in the RFEI. NYCDOT recognizes that a small scale pilot will produce more limited data and that a larger number of cameras will be needed to support wider and more frequent coverage and data sampling, with City-wide deployment requiring a large number of cameras installed in vehicles.
- Q9. Name of the technical contact / project manager for this effort?
- A9. At this point please direct all correspondence to David Maco, the authorized agency contact with respect to the RFEI.

Q10. Estimated time frame in which the Department would like to procure a solution?

A10. The Demonstration Agreement is the first step to understanding what solutions are available to meet our needs. Should a demonstration project prove successful in delivering the kinds of data sought within a reasonable cost and in a manner that is acceptable to all cooperating partners, NYCDOT would like to explore how it could move quickly towards large scale deployment, following requisite procurement requirements. That would likely entail a phased roll-out over several years.

Q11. Estimated cost of this effort?

A11. The subject RFEI is a vehicle for soliciting information about products and systems to assist in formulating the parameters of the program. Cost estimation at this point is premature. The RFEI should not be confused with a Request for Proposals (RFP), a procurement method that involves a prospective vendor proposing on a defined scope of services.