NYCDOT Road Operations Safety and Compliance Data Project Request for Expression of Interest (RFEI) PIN # 84116RFEI986:

1. Purpose of RFEI

This Request for Expressions of Interest ("RFEI") is issued to invite interested parties (the "Respondent(s)") to provide information to assist the New York City Department of Transportation ("NYCDOT" or the "agency") with vehicle-mounted camera and sensor products or systems (collectively, the "camera system(s)") that are capable of collecting, evaluating and transmitting data to NYCDOT in support of its goals as laid out in the OneNYC Plan and Vision Zero Action Plan, as well as other NYCDOT priorities.

Following review of responses to this RFEI, NYCDOT may, at its sole discretion, enter into one or more Demonstration Projects with one or more interested vendors. NYCDOT seeks to obtain camera system(s) capable of providing granular insights (e.g., the speed which observed vehicles turn left during off-peak hours at a specific intersection; curb occupancy by hour of day by day of week by block) and also revealing broader trends (e.g., the peak hour for double-parking within Midtown Manhattan; estimated traffic volume and vehicle speeds by corridor by time of day). The Respondent should provide NYCDOT with information regarding the accuracy, precision, feasibility and scalability of the camera system.

NYCDOT is interested in camera systems that can transmit granular and processed data to NYCDOT in real-time which could help it more effectively:

- enhance safety by observing aggressive driving in nearby vehicles, including their rapid acceleration and deceleration, as well as observing situations associated with driver inattentiveness, and provide reports for those behaviors by time and precise location;
- manage parking supply by observing double-parked vehicles, unoccupied curb space, temporarily blocked curb space (e.g., construction zones, dumpsters occupying street or parking lanes, or construction equipment), street signs and pavement markings, and vehicle turnover;
- combat congestion by observing the speed and quantity of nearby vehicles as well as basic vehicle classification (distinguishing e.g., between light duty vehicles, small and large mono-body trucks, tractor-trailers, construction equipment, and other commercial vehicles), and incidental road hazards.

2. Background

The Camera System Project will help advance key NYCDOT priorities, including Vision Zero and OneNYC.

Vision Zero

The Camera System Project will help accelerate the City's progress towards achieving Vision Zero, the City's plan to eliminate traffic deaths and serious injuries, by providing NYCDOT and other lead agencies for Vision Zero access to data which can identify a more precise allocation of enforcement resources, speed the development of safer street designs, and evaluate the effectiveness of public outreach.

There have been 231 people who have lost their lives in traffic crashes in New York City in 2015, making it the safest year in New York City's history. The first two years of Vision Zero have been the safest years for pedestrians since the City first began keeping traffic collision data in 1910. It is clear that the City's strategy to achieve Vision Zero is working.

It is clear, however, that the Vision Zero goal will be difficult to achieve without measuring the outcomes for each of the City's tactics, in order to fine-tune the strategy, focus interventions and measure our progress.

OneNYC

The Data Project will also help advance the OneNYC goals of making the transportation network more reliable, safe, sustainable, and accessible. To meet these goals, NYCDOT seeks to supplement the data which the agency currently uses to manage curb access, ease the flow of traffic, mitigate congestion, and assess demand for public transit or bicycling improvements, or new freight loading zones.

New York City is experiencing remarkable growth that strains the transportation system, especially in the Manhattan core. The City now boasts a population of 8.5 million and last year hosted a record 56.4 million tourists. Between 2010 and 2014, the City added more than 310,000 residents to 8.5 million and added 390,000 jobs, while hosting in 2014 a record 56.4 million tourists.

Growth in NYC's economy generates more activity on NYC streets: more truck deliveries to service new businesses and residents, more construction and utility work, and more pedestrian and bicycling activity. As a result, vehicle speeds have dropped significantly: the most recent yellow taxi GPS data show average taxi speeds in Manhattan south of 60th Street have declined over 13 percent since 2010.

To keep growing, the City must better manage its transportation system and address congestion, which results in billions of dollars in lost economic productivity and diminished quality of life. To contend with these trends, the City must develop data-

driven strategies to more efficiently allocate scarce roadway capacity, strengthen traffic and parking enforcement, further reduce road crash related serious injuries and deaths, and shift travel demand from private vehicles to more sustainable and space-efficient travel.

3. Project Overview

Respondents' submissions will be evaluated by NYCDOT to determine the compatibility and degree to which potential camera systems respond to NYCDOT's goals.

Based on the RFEI responses, NYCDOT may offer some of the Respondents the opportunity to participate in a demonstration project to show the effectiveness of its proposed camera system (the "demonstration project"). Participation in any demonstration project will be conditioned on the negotiation and execution of a demonstration project agreement in substantively the same form and under the same conditions as the sample demonstration project agreement attached hereto as Appendix A. It is anticipated that the demonstration project will allow for a small scale, three-month or more, proof-of-concept, whereby the Respondent will install the camera system on a small fleet of test vehicles, so that NYCDOT can assess the technology's capabilities and constraints, including the camera systems' ability to accurately perceive and identify other vehicles, and track those vehicles' motion and direction of travel. These test vehicles will include some DOT vehicles and may include vehicles of other City agencies or fleets operating in NYC.

4. The Role of this RFEI and Points of Interest to NYCDOT

This RFEI will allow NYCDOT to engage with parties who are developing or marketing products relevant to the Data Project. NYCDOT's interaction with interested parties will be iterative including some or all of the following: written responses to this RFEI, follow up interviews and meetings, demonstration projects and opportunities for field tests. The RFEI is intended to focus on:

- Improving the NYCDOT's understanding of the available camera systems and services currently on the market or in development;
- Refining the proposed Camera Systems Project plan; and
- Evaluating the technological opportunities and challenges each camera system presents to the Data Project.

Key questions to be answered and response guidelines for each Respondent's submission to the RFEI are shown below:

4.1 Questions and Response Guidelines for Respondents

4.1.1 What information and services does your camera system currently provide (visualization, analytics, etc)? What additional functions might be added in the future?

4.1.2 What stage of development is your camera system currently in? Has your camera system been tested in the field? When do you expect your camera system will be ready for a limited roll out to 400-500 drivers? 4,000-5,000 drivers? 40,000-50,000 drivers?

4.1.3 What previous experience, if any, do you have working with governmental entities?

4.1.4 What data does your camera system use to provide metrics? How is this data drawn?

4.1.5 What data or "events" does your camera system observe and where is this data drawn from? What kind of information does your system provide to support the study of "near-misses"? What is the capacity of the system to provide information regarding the driver's attentiveness prior to crashes, near-misses, or other significant events?

4.1.6 Does your camera system draw data from a vehicle's on-board computer and if so, how? Does your camera system require access to the On Board Diagnostic Device Port? If so, and the On Board Diagnostic Port must be in use for another purpose, will you be able to install your product?

4.1.7 How is your system powered? How much wiring and what procedures will be required to install it? What effort is required to uninstall your product? What precautions do you take to ensure that your systems do not emit signals which interfere with other equipment on the vehicle?

4.1.8 What is the range and radius of data capture of your camera system looking forward, backwards, or sideways, to detect data and events?

4.1.9 How accurate is your camera system in identifying broad trends? How precise is your camera system in identifying each observed vehicle's location, orientation, motion and vehicle status data? Will increased scale in deployment of your camera system increase your accuracy or precision? How large or concentrated must the deployment be to produce reasonable levels of accuracy or precision for various parameters of interest? What kinds of vehicles and objects can your camera system identify reliably?

4.1.10 What lag, or latency period, should be expected between the observation and the communication to NYCDOT, and how variable is that period?

4.1.11 Where are system data metrics stored? What privacy protections do you use or envision using? For how long do you envision individual driver data being retained?

4.1.12 How much data bandwidth is required to accommodate the data transmission and analysis at various levels of deployment? What strategies and related costs do you envision may be necessary to manage this flow and storage of data?

4.1.13 How effectively does the system operate in a dense and mature urban environment, including location accuracy in "urban canyons."

4.1.14 Does your camera system allow for an open application architecture via an Application Programming Interface (API) or other integrated data feed? If so, do you envision encouraging other interested parties to tap into your API?

4.1.15 How have you dealt with issues in first run or beta field tests and what best practices and lessons learned can you bring to this Camera Systems Project? What role can the City play in dealing with issues you have faced in the past?

4.1.16 Have you had experience in integrating public and private stakeholder needs during your camera system's lifecycle? If so, how has that experience informed your approach in defining roles for private and public entities?

4.1.17 What steps can you take to protect drivers from being identified through the Camera Systems Project?

4.1.18 Please describe your company's business model, including its pricing structure.

4.1.19 How do you envision integrating, analyzing, and providing data to NYCDOT?

4.1.20 Can your camera system provide driver feedback or other applications apart from providing data to the City? If so, please provide a description of these companion applications.

4.1.21 Respondents should indicate interest in participating in rapid-turnaround demonstrations of the camera system at no or low cost to the City, with proposed scope and timeframe.

4.1.22 What opportunities do you envision for potential cooperation between NYCDOT and other fleet operators in New York City that share common interests in use of mobile cameras to maximize the benefits of traffic safety, fleet operations management, and transport system management or other applications?

5. Submission Requirements

5.1 <u>Content</u>

All submittals in connection with this RFEI ("Submittals") must be delivered as an attachment in an email to NYCDOT at the address designated in Section 5.2 below. Submittals must include the information listed below:

- Respondent's Information
    - Provide contact information, including, the legal name of your firm or entity, business address, name of contact, telephone and email.

- Provide a short summary of your firm's background and experience related to the development and deployment of in-vehicle camera systems and related technology. Please do not submit standard marketing materials.

- Response to NYCDOT Points of Interest

  - Address the questions listed in Section 4 and provide any other information you deem critical and responsive to this RFEI.

5.2 Submission Details

Any inquiries concerning this RFEI should be directed by e-mail, under the subject line "Technology RFEI Q&A", to dmaco@dot.nyc.gov . Final Submissions are due March 31, 2016 at 4:00 pm EST.

The deadline for submission of written requests for clarification is March 21, 2016 at 4:00 p.m. EST. NYCDOT will circulate questions and answers to respondents who provide e-mail addresses no later than March 25, 2016. Questions submitted prior to the above pertinent deadline may be answered by NYCDOT prior to the above pertinent deadline. Please submit three copies of your submission, printed on both sides (double-sided) on paper with no less than 20% post-consumer material content, as well as one electronic copy in PDF form on CD or DVD, or another format acceptable to the agency, such as by email attachment. Submissions should be mailed to:

New York City Department of Transportation
Office of the Agency Chief Contracting Officer
55 Water Street 8th Floor, Room 826
New York, NY 10041
Attn: David Maco, Contract Officer

6. Additional Information

6.1 This RFEI is not intended as a formal offering for the award of a contract or for participation in any future solicitation.

6.2 NYCDOT does not intend to grant or issue any contracts on the basis of this RFEI.

6.3 NYCDOT, the City and their officials, officers, agents and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFEI.

6.4 Neither NYCDOT nor the City shall be liable for any costs incurred by any respondent in the preparation, submittal, presentation or revision of its submission. Neither NYCDOT nor the City shall be obligated to pay and shall not pay any costs in connection with the preparation of such submissions.

6.5 All submittals become the property of the City of New York and NYCDOT. Submittals will generally be made available for inspection and copying by interested parties upon written request, except when exempted from disclosure under the New York State Freedom of Information Law.

6.6 NYCDOT is subject to the New York State Freedom of Information Law, which governs the process for the public disclosure of certain records maintained by NYCDOT. (See: Public Officers Law, Sections 87 and 89). Individuals or firms that submit materials to NYCDOT may request that NYCDOT except all or part of such materials from public disclosure, on the grounds that the materials contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information. Such exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for such an exception must be in writing and state, in detail, the specific reasons for the requested exception. It must also specify the materials or portions thereof for which the exception is requested. If NYCDOT grants the request for exception from disclosure, NYCDOT shall keep such materials or portions thereof in secure facilities.

6.7 NYCDOT at its sole discretion reserves, without limitation, the right to:

6.7.1 Withdraw the RFEI at any time;

6.7.2 Use the ideas and/or submissions in any manner deemed to be in the best interests of NYCDOT and the City, including but not limited to soliciting competitive submissions relating to such ideas or proposals; and

6.7.3 Change any terms of the RFEI.

Appendix A:

Sample Demonstration Agreement

NEW YORK CITY
DEPARTMENT OF TRANSPORTATION

DEMONSTRATION AGREEMENT

AGREEMENT dated and effective as of_____, by and between _____ _____(the "Company"), a business having an office at _____ and the **City of New York** (the "City"), acting by and through the **Department of Transportation** ("NYCDOT") having an office at 55 Water Street, New York, New York 10041.

BACKGROUND

WHEREAS, the parties hereto anticipate a significant potential opportunity to utilize the benefits of a demonstration of a _____ (the "System"); and

WHEREAS, NYCDOT has identified potential advantages in using the System for the_____ _____; and

WHEREAS, both parties hereto have carefully assessed the capabilities and interests of the other, and have concluded that a complete demonstration of the System would be beneficial in assessing the applicable use of the new product;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

ARTICLE 1. SERVICES

1.1. The Company shall demonstrate the System at a Site or Sites to be determined by NYCDOT (collectively referred to as the "Site").

ARTICLE 2. NYCDOT'S RESPONSIBILITIES

2.1. In consideration of the services being provided to it, NYCDOT agrees as follows:

2.1.1. NYCDOT shall notify the Company of any known defective part or component of the System.

2.1.2. NYCDOT shall maintain all technical and operational data manuals or other material provided by the Company subject to the requirements of Article 5 below.

ARTICLE 3. RESPONSIBILITIES OF THE COMPANY

3.1. The Company shall provide and install the System at the Site, which shall include the items identified in Exhibit A herein.

3.2. The Company shall ensure that the System remains fully functional at the Site until the expiration or termination of this Agreement, at which time the Company shall remove and restore the Site to a condition acceptable to NYCDOT.

3.3. The Company shall respond promptly to any request of NYCDOT for any repairs, replacements, modifications or adjustments to the System and keep NYCDOT apprised of the status of any request.

3.4. The Company will take all necessary steps to ensure that the System is in compliance with all local, state or federal laws, rules, regulations, and NYCDOT specifications, standards and policies.

ARTICLE 4. FEES

4.1. The Company shall provide the System to NYCDOT at the Site pursuant to the terms of this Agreement without cost to the City or NYCDOT.

ARTICLE 5. CONFIDENTIALITY

5.1. The prior written approval of the Commissioner of NYCDOT or his/her authorized representative (collectively referred to as the "Commissioner") shall be required before the Company or any of its employees, servants, agents or independent contractors may, at any time, either during or after expiration or termination of this Agreement, make any statement to the press or release any information or material to the public or for publication through any media or communication, having a bearing on or referring to this Agreement or any work performed hereunder.

5.2. Without disclosing its source, NYCDOT may use information or knowledge obtained from demonstration of the System for any purpose it deems appropriate, including for the purpose of writing specifications to be used in any Request for Bids ("RFBs"), Requests for Proposals ("RFPs") or any Requests for Expression of Interest ("RFEIs") which may be issued at any time during or subsequent to this Agreement.

5.3. Any information generated by the System, including, but not limited to, electronic copies of all data collected or produced, such as videos, photographs or numerical data, shall be the exclusive property of NYCDOT and may be used by NYCDOT at its sole discretion.

ARTICLE 6. TERM

6.1. The term of this Agreement for the System shall be for a period of one (1) month from the commencement date indicated the Notice to Proceed, which shall be provided in writing to the Company by NYCDOT. The term of the Agreement may be extended for additional one (1) month terms upon the mutual written agreement of the parties under the same terms and conditions set for in this Agreement. This Agreement is not intended as a formal offering for the award of a contract and participation by the Company in this demonstration is not a promise or commitment by NYCDOT to the award of any future contract to the Company.

6.2. If NYCDOT seeks to procure a contract for the System services, or any similar type system, in any location in New York City, the Company will not receive any favored consideration as a result of this demonstration.

ARTICLE 7. TERMINATION

7.1. This Agreement shall terminate (i) by expiration of its term, (ii) by giving of a notice of termination pursuant to section 7.2. below, or (iii) by mutual agreement.

7.2. If at any time NYCDOT notifies the Company that it wishes to terminate this Agreement, such termination will be effective on the date on which NYCDOT specifies in such notice.

7.3. Upon expiration or termination of this Agreement, the Company shall remove all of its equipment and leave the Site in a clean and safe condition.

ARTICLE 8. NOTICES

8.1. Any notices to be given under this Agreement shall be given in writing and delivered, with proof of receipt, as follows:

If to the Company:

If to NYCDOT:

New York City Department of Transportation

55 Water Street

New York, New York 10041

Attn:

8.2. The address for notice listed above may be changed at any time upon written notice to the other party.

ARTICLE 9. SEVERABILITY

9.1. Should any provision of this Agreement be deemed to be invalid or unenforceable by any Court of competent jurisdiction, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect, unless such provision is a material provision of the contract.

ARTICLE 10. CLAIMS AND ACTIONS THEREON

10.1. No action shall lie or be maintained against the City upon any claims arising from this Agreement unless such action shall be commenced within six (6) months of the expiration or termination of this Agreement or within six (6) months after the accrual of the Cause of Action, whichever occurs first.

10.2. In the event any claim is made or any action brought in any way relating to the Agreement herein, the Company shall diligently render to the City, without compensation, any and all assistance which the City may require of the Company.

10.3. The Company shall report to NYCDOT in writing within three (3) working days of the initiation by or against the Company of any legal action or proceeding in connection with or relating to this Agreement.

ARTICLE 11. GENERAL

11.1. Failure to act upon any right or remedy contained in this Agreement shall not constitute a waiver or such right or remedy nor shall it preclude a subsequent enforcement of such right or remedy.

11.2. Waiver by NYCDOT of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by NYCDOT.

11.3. NYCDOT and the Company may waive their respective rights, powers or privileges under this Agreement; provided that any such waiver shall be in writing and provided further, that no failure or delay on the part of any party to exercise any right, power or privilege under this Agreement will operate as waiver thereof, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude

any other or further exercise thereof or the exercise of any such waiver operate or be construed as a future waiver of such right, power or privilege thereunder.

11.4. The following Exhibits to this Agreement shall be deemed part of this Agreement:

Exhibit A – System Specifications

Exhibit B – Investigations Clause

Exhibit C – Insurance Requirements

Exhibit D – Certification by Broker

11.5. All captions and headings contained in this Agreement are for ease of identification only and do not constitute part of this Agreement.

ARTICLE 12. FORUM PROVISION

12.1. This Agreement shall be construed pursuant to the laws of the State of New York. Any dispute arising from this Agreement shall be adjudicated in the courts located in the City of New York.

ARTICLE 13. CONFLICT OF INTEREST

13.1. No officer, agent, employee, or representative of the City or NYCDOT received any payment or other consideration for the making of this Agreement nor has any legal interest, directly or indirectly, in this Agreement.

ARTICLE 14. ASSIGNMENT

14.1. The Company shall not assign or otherwise transfer this Agreement nor any privilege or right granted hereunder without the prior written consent of NYCDOT.

ARTICLE 15. MERGER

15.1. This Agreement may only be amended by a writing, executed by the party or parties to be affected by such amendment.

This written Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto or to vary any of the terms contained herein.

ARTICLE 16. INDEMNIFICATION, RESPONSIBILITY FOR SAFETY, INJURIES OR DAMAGE

16.1. To the fullest extent permitted by law, the Company shall indemnify, defend and hold the City and its officials and employees harmless against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements) arising out of or related to any of the operations under this Agreement (regardless of whether or not the Company itself had been negligent) and/or the Company's failure to comply with the law or any of the requirements of this Agreement. Insofar as the facts or law relating to any of the foregoing would preclude the City or its officials and employees from being completely indemnified by the Company, the City and its officials and employees shall be partially indemnified by the Company to the fullest extent permitted by law.

16.2. The Company shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Company of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Company and/or its subcontractors in the performance of this Agreement. The Company shall defend, indemnify, and hold the City harmless regardless of whether or not the alleged infringement arises out of compliance with the operations under this Agreement. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the

Company, the City shall be partially indemnified by the Company to the fullest extent permitted by Law.

16.3. The Company's obligation to defend, indemnify and hold the City and its officers and employees harmless shall not be (i) limited in any way by the Company's obligations to obtain and maintain insurance under this Agreement, nor (ii) adversely affected by any failure on the part of the City or its officers and employees to avail themselves of the benefits of such insurance.

16.4. The Company shall be solely responsible for the safety and protection of its employees, agents, servants, contractors, and subcontractors, and for the safety and protection of the employees, agents, or servants of its contractors or subcontractors.

16.5. The Company shall be solely responsible for taking all reasonable precautions to protect the persons and property of the City or others from damage, loss or injury resulting from any and all operations under this Agreement.

16.6. The Company shall be solely responsible for injuries to any and all persons, including death, and damage to any and all property arising out of or related to the operations under this Agreement, whether or not due to the negligence of the Company, including but not limited to injuries or damages resulting from the acts or omissions of any of its employees, agents, servants, contractors, subcontractors, or any other person.

16.7. The Company shall use the Sites in compliance with, and shall not cause or permit the Sites to be used in violation of, any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adapted in the future which are or become applicable to the Company or the Sites (collectively "Environmental Laws"). Except as may be agreed by the City as part of this Agreement, Company shall not cause or permit, or allow any of the Company's personnel to cause or permit, any Hazardous Materials to be brought upon, store, used generated, treated or disposed of on the Sites. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

ARTICLE 17. INSURANCE

17.1. From the date this Agreement is executed through the date of its expiration or termination, the Company shall ensure that the types of insurance indicated in Exhibit C are obtained and remain in force, and that such insurance adheres to all requirements herein.

17.2. The Company is authorized to undertake or maintain operations under this Agreement only during the effective period of all required coverage.

Sites

ARTICLE 18. COUNTERPARTS

18.1. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF NEW YORK

DEPARTMENT OF TRANSPORTATION

By_____

Name/Title_____

INSERT NAME OF COMPANY

By_____

Name/Title_____

COMPANY ACKNOWLEGEMENT

State of New York)

) ss.:

County of _____)

On the _____ day of _____ in the year _____ before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of the _____, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by authority of the board of directors of said corporation.

_____

Notary Public

EXHIBIT A

As part of the System, the Company shall:

1. Provide and install _____ (collectively the "Equipment") at the Site;

2. Configure and program the Equipment ;

3. Provide_____; and

4. Provide_____.

EXHIBIT B

INVESTIGATIONS CLAUSE

Section 1.01 The parties to this Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

Section 1.02 If any person who has been advised that his or her statement and any information from such statement will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract or license entered into with the City, the State or any political subdivision or public authority thereof, the Port Authority of New York and New Jersey, any local development corporation within the City or any public benefit corporation organized under the laws of the State of New York, or

Section 1.03 If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental Agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in and is seeking testimony concerning the award of or performance under any transaction, agreement, lease, permit, contract or license

entered into with the City, the State, any political subdivision thereof or any local development corporation within the City, then

Section 1.04 The Commissioner or Agency Head whose Agency is a party in interest to the transaction, submitted proposal, contract, lease, permit or license shall convene a hearing, upon not less than five (5) days' written notice to the parties involved, to determine if any penalties shall attach for the failure of a person to testify.

Section 1.05 If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit or license pending the final determination pursuant to Section 1.07 below without the City incurring any penalty of damages for delay or otherwise.

Section 1.06 The penalties which may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

(a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, transacting business with or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(b) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which have been pledged to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals or fees accrued prior to the cancellation or termination shall be paid by the City.

Section 1.07 The Commissioner or Agency Head shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors

in Section 1.07(a) and Section 1.07(b) below. He/She may also consider, if relevant and appropriate, the criteria established in Section 1.07(c) and Section 1.07(d) below, in addition to any other information which may be relevant and appropriate:

(a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Section 1.07 above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in Section 1.04 above, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

Section 1.08 Definitions:

(a) The term “license” or “permit” as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as partner, director, officer, principal or employee.

(c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases or permits from or through the City or otherwise transacts business with the City.

(d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

Section 1.09 In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may, in his/her sole discretion, terminate this Agreement upon not less than three (3) days' written notice in the event the Company fails to promptly report in writing, to the Commissioner of Investigation of the City of New York, any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Agreement by the non-City party or parties, or affecting the performance of this Agreement.

EXHIBIT C

INSURANCE REQUIREMENTS

Section 1.01 Commercial General Liability Insurance

A. The Company shall maintain Commercial General Liability insurance in the amount of at least Two Million Dollars ($2,000,000) per occurrence. In the event such insurance contains an aggregate limit, the aggregate shall apply on a per-location basis applicable to the Sites and such per-location aggregate shall be at least Two Million Dollars ($2,000,000). This insurance shall protect the insureds from claims for property damage and/or bodily injury, including death, that may arise from any of the operations under this Agreement. Coverage shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001, shall contain no exclusions other than as required by law or as approved by the Commissioner, and shall be "occurrence" based rather than "claims-made

B. Such Commercial General Liability insurance shall name the City, together with its officials and employees, as an Additional Insured for claims that may arise from any of the operations under this Agreement. Coverage shall be at least as broad as the most recent edition of ISO Form CG 2026. "Blanket" or other forms are also acceptable if they provide the City, together with its officials and employees, with coverage at least as broad as ISO Form CG 2026.

Section 1.02 Workers' Compensation, Employers Liability, and Disability Benefits Insurance

The Company shall maintain Workers' Compensation insurance, Employers Liability insurance, and Disability Benefits insurance on behalf of, or with regard to, all employees involved in the Company's operations under this Agreement, and such insurance shall comply with the laws of the State of New York.

Section 1.03 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance

With regard to all operations on, near or over navigable waters under this Agreement, the Company shall maintain or cause to be maintained insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act on behalf of all qualifying employees involved in such operations.

Section 1.04 Commercial Automobile Liability Insurance

A. With regard to all operations under this Agreement, the Company shall maintain or cause to be maintained Commercial Automobile Liability insurance in the amount of at least One Million Dollars ($1,000,000) each accident (combined single limit) for liability arising out of the ownership, maintenance or use of any owned, non-owned or hired vehicles. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, such Business Automobile Liability insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

Section 1.05 General Requirements for Insurance Coverage and Policies

A. Policies of insurance required under this Exhibit shall be provided by companies that may lawfully issue such policy and have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the Commissioner.

B. Policies of insurance required under this Exhibit shall be primary and non-contributing to any insurance or self-insurance maintained by the City.

C. Wherever this Exhibit requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the Company can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

D. There shall be no self-insurance program or self-insured retention with regard to any insurance required under this Exhibit unless approved in writing by the Commissioner. Under no circumstances shall the City be responsible for the payment of any self-insured retention (or any other aspect of a self-insurance program). Further, the Company shall ensure that any such self-insurance program provides the City with all rights that would be provided by traditional insurance under this Exhibit, including but not limited the defense and indemnification obligations that insurers are required to undertake in liability policies.

E. The City's limits of coverage for all types of insurance required under this Exhibit shall be the greater of (i) the minimum limits set forth in this Exhibit or (ii) the limits provided to the Company under all primary, excess and umbrella policies covering operations under this Agreement.

F. All required policies, except for Workers' Compensation insurance, Employers Liability insurance, Disability Benefits insurance, and United States Longshoremen's and Harbor

Workers Act and/or the Jones Act insurance, shall contain an endorsement requiring that the issuing insurance company endeavor to provide the City with advance written notice in the event such policy is to expire or be cancelled or terminated for any reason, and to mail such notice to both the Commissioner of NYCDOT, 55 Water Street, 9th Floor, New York, New York 10041, and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007. Such notice is to be sent at least (30) days before the expiration, cancellation or termination date, except in cases of non-payment, where at least ten (10) days written notice would be provided.

G. All required policies, except Workers' Compensation, Employers Liability, Disability Benefits, and United States Longshoremen's and Harbor Workers Act and/or the Jones Act insurance, shall include a waiver of the right of subrogation with respect to all insureds and loss payees named therein.

Section 1.06 Proof of Insurance

A. Certificates of Insurance for all insurance required in this Exhibit must be submitted to and accepted by the Commissioner prior to or upon execution of this Agreement.

B. For Workers' Compensation, Employers Liability Insurance, Disability Benefits, and United States Longshoremen's and Harbor Workers Act and/or the Jones Act insurance policies, the Company shall submit one of the following: C-105.2 Certificate of Worker's Compensation Insurance; U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the City. ACORD forms are not acceptable proof of workers' compensation coverage.

C. For all insurance required under this Exhibit other than Workers Compensation, Employers Liability, Disability Benefits and United States Longshoremen's and Harbor Workers Act and/or the Jones Act insurance, the Company shall submit one or more Certificates of Insurance in a form acceptable to the Commissioner. All such Certificates of Insurance shall (a) certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) be accompanied by the provision(s) or endorsement(s) in the Company's policy/ies (including its general liability policy) by which the City has been made an additional insured or loss payee, as required herein. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form required by the Commissioner (copy of which is attached as **Exhibit E** to this Agreement) or certified copies of all policies referenced in such Certificate of Insurance.

D. Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of all policies required under this

Agreement. Such Certificates of Insurance shall comply with subsections (B) and (C) directly above.

E. Acceptance or approval by the Commissioner of a Certificate of Insurance or any other matter does not waive Company's obligation to ensure that insurance fully consistent with the requirements of this Exhibit is secured and maintained, nor does it waive Company's liability for its failure to do so.

F. The Company shall be obligated to provide the City with a copy of any policy of insurance required under this Exhibit upon request by the Commissioner or the New York City Law Department.

Section 1.07 Miscellaneous

A. The Company may satisfy its insurance obligations under this Exhibit through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

B. The Company shall be solely responsible for the payment of all premiums for all policies and all deductibles to which they are subject, whether or not the City is an insured under the policy.

C. Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Exhibit, the Company shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Agreement (including notice to Commercial General Liability insurance carriers for events relating to the Company's own employees) no later than 20 days after such event. For any policy where the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The Company shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

D. The Company's failure to secure and maintain insurance in complete conformity with this Exhibit, or to give the insurance carrier timely notice on behalf of the City, or to do anything else required by this Exhibit shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

E. Insurance coverage in the minimum amounts provided for in this Exhibit shall not relieve the Company of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or the law.

F. In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Exhibit, the Company shall at all times fully cooperate with the City with regard to such potential or actual claim.

G. Apart from damages or losses covered by Workers' Compensation Insurance, Employers Liability Insurance, Disability Benefits Insurance, United States Longshoremen's and Harbor Workers Act and/or the Jones Act Insurance, or Commercial Automobile Insurance, the Company waives all rights against the City, including its officials and employees, for any damages or losses that are covered under any insurance required under this Exhibit (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Company and/or its employees, agents, or servants of its contractors or subcontractors.

H. In the event the Company requires any entity, by contract or otherwise, to procure insurance with regard to any operations under this Agreement and requires such entity to name the Company as an Additional Insured under such insurance, the Company shall ensure that such entity also name the City, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO form CG 20 26.

I. In the event the Company receives notice, from an insurance company or other person, that any insurance policy required under this Exhibit shall expire or be cancelled or terminated (or has expired or been cancelled or terminated) for any reason, the Company shall immediately forward a copy of such notice to both the Commissioner of NYCDOT, 55 Water Street, 9th Floor, New York, New York 10041, and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the Company shall ensure that there is no interruption in any of the insurance coverage required under this Exhibit.

EXHIBIT D

CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

_____
[Name of broker or agent (typewritten)]

_____
[Address of broker or agent (typewritten)]

_____
[Email address of broker or agent (typewritten)]

_____
[Phone number/Fax number of broker or agent (typewritten)]

_____
[Signature of authorized official, broker, or agent]

_____
[Name and title of authorized official, broker, or agent (typewritten)]

State of …….)

) ss.:

County of ……)

Sworn to before me this _____ day of _____ 20___

_____

NOTARY PUBLIC FOR THE STATE OF _____