

CITY OF HOUSTON

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September 24, 2013

SUBJECT: Letter of Clarification No. 8 In Car Video Camera Solution for the Houston Police Department

REFERENCE: Request for Proposal No. S17 – T24541

TO: All Prospective Proposers:

This Letter of Clarification is issued for the following reasons:

• **To revise the above referenced solicitation as follows:**

1. Page 8, 3.0 INSURANCE REQUIREMENTS, Section 3.1 shall be revised to read as follows:
3.1 The Contractor shall obtain and maintain in effect prior to any demonstration or testing of its product on actual City vehicles during the evaluation phase of this Request for Proposals and during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract or the beginning of any demonstration or testing phase prior to execution of the Contract, as applicable. ENDORSEMENTS NAMING THE CITY AS AN ADDITIONAL INSURED SHALL NOT BE REQUIRED FOR THE DEMONSTRATION AND EVALUATION PERIODS BUT MUST BE FURNISHED BY CONTRACT PRIOR TO EXECUTION OF THE CONTRACT IF AWARDED. ~~The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.~~ Remove Page 8 and replace with attached Page 8 marked Revised – September 24, 2013
2. Page 9, 3.0 INSURANCE REQUIREMENTS, Section 3.4 shall be revised to read as follows:
3.4 ~~If The~~ City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), and during any demonstration period as described in 3.1 above all of your insurance policies that must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract comply with the following requirements. Remove Page 9 and replace with attached Page 9 marked Revised – September 24, 2013
3. Page 10, 3.0 INSURANCE REQUIREMENTS, Section 3.6.5 shall be revised to read as follows:
Cancellation: Contractor shall give written notice to the Director Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days before a policy is cancelled materially modified, or non-renewed advance written notice. Contractor shall give written notice to the Director within five days of the date on which total or if claims by any party against

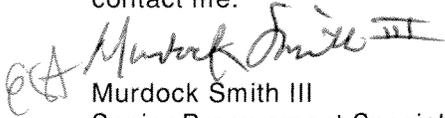
**LETTER OF CLARIFICATION 8
IN CAR VIDEO CAMERA SOLUTION
SOLICITATION NO. S17-T24541**

Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default. Remove Page 10 and replace with attached Page 10 marked Revised – September 24, 2013

- **The attached questions and City of Houston responses are hereby incorporated and made a part of the Request for Proposal:**

When issued, Letter(s) of Clarification shall automatically become a part of the proposal documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Purchasing Division and the applicable City Department(s). It is the responsibility of the proposers to ensure that it has obtained all such letter(s). By submitting a proposal on this project, proposers shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this proposal.

If you have any questions or if further clarification is needed regarding this Request for Proposal, please contact me.



Murdock Smith III
Senior Procurement Specialist
Strategic Purchasing Division
832-393-8725

Attached: Revised Page: 8, 9, 10
Vendor Questions and Responses

No.	Vendor Question	City of Houston Response
1	How many locations? Connectivity between each location and HQ? How many cars per location?	3 locations, 50mbps between each location and HQ, 1 location has 200 cars, 2 locations has 25 cars.
2	Shift or take home cars? If shifts, how many per day? How much video (estimate in hours) is recorded per car per shift?	Shift, Some take home for over-time and on call. 3 shifts. 60mins.
3	Centralized or distributed storage? (staging server with local storage at each or "live" push from substations to central storage)?	Central with staging.
4	How many cars uploading concurrently per shift per location?	40-50.
5	How long will be video be retained "online"? (Server / SAN)	90 days for general videos and depends on the crime.
6	Can we get a breakdown of vehicle makes / models / years?	Mostly Crown Vic, with Chargers, Camaros, Tahoes, Ford and Dodge Pickups. Do not have years.
7	Will this be a phased deployment with payment milestones or a "blanket" PO?	To be determined.
8	Is a Bid or Performance bond required?	No.
9	What is being done with video data from previous system? Will awarded vendor be required to migrate existing data into the new DVMS system? If so, how much data will need to be accounted for at each location (or central)?	
10	Who will be conducting the installation of the units? Vendors installing all units or training HPD fleet to install?	To be converted. Yes - at this time approximately 50TB.
11	As per pre bid meeting, HPD is supplying all wireless, server and storage hardware, correct?	Vendors will install. Vendors will train HPD staff.
12	What is to be included in the proposal that is mandatory in regards to maintenance, support and warranties?	Yes. Not the wireless in the patrol cars.
13	In regard to items that the vendors will have to list as "exceptions" due to varying approaches to the line item request, will these exception items be counted "against" the vendor or simply be evaluated based on the different approach taken by the vendor to accomplish the request?	Include all documentation required in the RFP as stated.
14	Do vendors need to provide COI with proposals that name Houston as a rider at time of response or at time of award.	Will be evaluated to determine if they meet specifications. Please see the attached revised insurance requirements.

15	To clarify, in the pre bid meeting, there was mention of "short listed" vendors being required to install a pilot unit for testing, will this be done before or after the oral presentation phase of the evaluation?	Before.
16	To clarify, the PRIME contractor on this project must be located in Houston to be awarded the Houston First Preference points correct? (not a reseller or subcontractor of another vendor?)	Yes, Prime contractor must be located in Houston or its surrounding counties in order to qualify for HHF Preference Points
17	What is broadband connectivity for MDC's? (IE: Streaming) Sect 4.0 item 106	Verizon 4g/te.
18	Will you be using single sign in using the MDC? Sect 1.0 item	No.
19	Does HPD have any Firewire devices in use in the vehicles currently? If no, can this be removed from the item? If yes, can you supply make and model of said devices? Sect 4.0 item 13	No.
20	Is this a five year all inclusive contract? (warranty, maintenance, support?) Exactly how many years hardware warranty, maintenance and support each are vendors expected to provide pricing on. Sect 4.0 item 24	3 years with 2 one year options all is included.
21	With 250 MB per hour of video, what frame rate, Bit Rate and resolution does HPD want? Should vendors just list their video file sizes and resolutions as an exception?(This was brought up in pre bid but would like clarification on this item as we are unaware that any vendor can supply a USEABLE file that is 250mb in size, most range from 800MB to 2.3GB depending on FPS, Bit Rate and Resolution.) Sect 1.0 item 33	
22	Can you confirm that you want the crash sensor in each vehicle? If a vendor can offer a solution that does not require a crash sensor to capture video in the event that officer cannot activate the system, will this be accepted? Sect 1.0 item 38	Please refer to Page 15, 1.0 Background, Section 1.5 .
23	Can you provide an example of where the system should automatically stop recording a video? Sect 4.0 item 39	Please refer to Page 15, 1.0 Background, Section 1.5 .
24	Can you provide the specifications on the third camera (rear window), zoom lens (like front facing camera, or fixed lens (like backseat camera)? Sect 4.0 item 44	Please refer to Page 15, 1.0 Background, Section 1.5 .

25	About the rear facing camera, can it be a separate backseat camera or does it have to be a combination camera? Sect 4.0 item 43 and 48	Yes, it can be a dual camera assembly. Please refer to Page 15, 1.0 Background, Section 1.5
26	RFP requires LED indicator on all three cameras, do you want an LED on rear facing/backseat camera to let people know you are recording? Sect 4.0 item 51	Yes, and HPD wants the ability to put the LED in stealth mode.
27	Is the Remote Control Interface for a "home grown" application or is it project 54 that you want to use? Is HPD using Project 54 currently? Sect 3.0 item 59	No and No.
28	Please clarify 500 GB solid state hard drive requirement. Is it internal drive , removable drive or both? Can the department elaborate on why 500GB is required or should vendors list as exception and list available drive sizes? Sect 4.0 item 67	
29	Would you consider a 900 MHz microphone for better noise reduction and less interference with residential wireless devices (usually 2.4 GHz)? Sect 5.0 item 70	Please refer to Page 15, 1.0 Background, Section 1.5 .
30	To clarify, a USB WiFi bridge is NOT required, just the ability of the ICV unit to connect to HPD provided Access Points on building? Sect 6.0 item 80	Please refer to Page 15, 1.0 Background, Section 1.5 .
31	Can you clarify if you want to export videos to Mpeg 1 and Mpeg 2 format? H.264 is the "successor" of Mpeg1,2 and 4 and the industry standard format at the moment. Is there s a specific reason that videos are needed to be able to export as MPEG1 or 2 format? Sect 7.0 item 87	Not Required.
32	Can you clarify if an A/V converter (to export videos to VHS tapes) is to be quoted? Does HPD export to VHS currently? Sect 7.0 item 90	Yes. Some of the legal agencies cannot accommodate new formats at this time.
33	Can you clarify if DVMS will manage all the bodycam and HPD existing in-car videos? Sect 4.0 item 103	We do still have some VHS. Please see section 1.5 on page 15 of the RFP.
34	Some of your requirements such as seat belt status require the video system to tap into the on board car computer. If this is what HPD requires, please provide make, model, and year of those vehicles and how many are there of each model? Is this a desired or mandatory requirement? Sect 4.0 item 105	Yes Please refer to the answer for question No. 6. This is desired.

35	Can you clarify motion detection that is affiliated with DVMS or In Car or both? Sect 4.0 item 107	Would be the In Car. DVMS should account for the motion detection.
36	What facial recognition software are you currently using? If you are not currently using any facial recognition software do you have a vendor preference? Sect 4.0 item 108	None at this time.
37	What level of integration will be required when the facial recognition software is implemented?	Please refer to Page 15, 1.0 Background, Section 1.5 .
38	How many units would COBAN be de-installing? Sect 6.0 item 6.1	225
39	What type of de-installation does HPD want (cutting cables or total removal of all components including wiring and mounts for re-sale / re-use) Sect 6.0 item 6.1	Total removal.
40	As per item 67 Solid State media must be a Solid State DRIVE, not Compact Flash, SDHC Cards or USB Thumb Drives, correct? Sect 4.0 item 67	Yes, Solid State DRIVE. HPD through our MDCs.
41	Who will be supplying the two factor authentications on the video systems? Sect	
42	RFP asks for Seven (7) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional two (2) electronic CD copies For clarification, are the 7 copies to be electronic copies or printed copies? Sect 1.0 item 1.1	Printed.
43	HPD wants to use customized file naming convention. Is there a specific naming convention that HPD uses or wants? Section 4.0, item 104	Please refer to Page 15, 1.0 Background, Section 1.5 .
44	Can you clarify if the "phone home" requirement is for "live" feeds / alerts from the vehicles while on the street or after vehicles have uploaded video at end of the shift? If LIVE, what is wireless connectivity that will be used to accomplish these alerts and can email be sent from vehicles currently?	Phone home is for on board problems.
45	Item 71 requests a 10 hour continuous use on a single charge, however the last sentence in this item states 18 hours of continuous use on full charge, which requirement is correct? Section 4.0 – Item 71	10-18 hours.

GENERAL TERMS AND CONDITIONS

SOLICITATION NO.: S17-T24541

1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

1.3.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

2.0 INDEMNIFICATION PROCEDURES:

2.1 Notice of Claims. If the City or Prime Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

2.1.1 a description of the indemnification event in reasonable detail,

2.1.2 the basis on which indemnification may be due, and

2.1.3 the anticipated amount of the indemnified loss.

2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

2.3 Defense of Claims.

2.3.1 Assumption of Defense. Prime Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

2.3.2 Continued Participation. If Prime Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.0 INSURANCE REQUIREMENTS:

3.1 The Contractor shall obtain and maintain in effect prior to any demonstration or testing of its product on actual City vehicles during the evaluation phase of this Request for Proposals and during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract or the beginning of any demonstration or testing phase prior to execution of the Contract, as applicable. ENDORSEMENTS NAMING THE CITY AS AN ADDITIONAL INSURED SHALL NOT BE REQUIRED FOR THE DEMONSTRATION AND EVALUATION PERIODS BUT MUST BE FURNISHED BY CONTRACT PRIOR TO EXECUTION OF THE CONTRACT IF AWARDED. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**

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- 3.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:
- 3.2.1 Commercial General Liability Insurance including Contractual Liability:
- 3.2.1.1 \$500,000 per occurrence
- 3.2.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)
- 3.2.2 Workers' Compensation:
- 3.2.2.1 Amount shall be statutory amount
- 3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**
- 3.2.3 Automobile Liability (See Note Below):
- \$1,000,000 Combined Single Limit per occurrence
- Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.
- 3.2.4 Employer's Liability:
- 3.2.4.1 Bodily injury by accident \$100,000 (each accident)
- 3.2.4.2 Bodily injury by disease \$100,000 (policy limit)
- 3.2.4.3 Bodily injury by disease \$100,000 (each employee)
- 3.3 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.
- 3.4 ~~If The City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), and during any demonstration period as described in 3.1 above all of your insurance policies that must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract comply with the following requirements.~~
- 3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall

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endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.

- 3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)
- 3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 3.6.5 Cancellation: ~~Contractor shall give written notice to the Director. Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days before a policy is cancelled, materially modified, or non-renewed advance written notice. Contractor shall give written notice to the Director within five days of the date on which total or if~~ claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default.
- 3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 3.6.7.1 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of

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END OF LETTER OF CLARIFICATION 8