

**AUTOMATED PHOTO RED LIGHT- PHOTO RADAR TRAFFIC SYSTEM  
MANAGEMENT PROGRAM AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and, **AMERICAN TRAFFIC SOLUTIONS, INC.**, a Kansas corporation registered to do business in Colorado, with an address of 1150 North Alma School Road, Mesa, AZ, 85201 (the “Contractor”).

**RECITALS:**

**WHEREAS**, the City has implemented and operates both an Automated Photo Red Light System and a Photo Speed Enforcement System (collectively the “Program”) that utilize an automated vehicle identification system, as part of an overall traffic management strategy, to enhance safety on City streets, promote traffic calming, improve neighborhood quality of life, and improve or maintain current levels of traffic mobility; and

**WHEREAS**, the City desires to retain a qualified contractor to provide the City with the specialized equipment, potential installation services, ministerial services, technical experience and expertise and other assistance and support specified in this Agreement and necessary to successfully install, implement and operate a complete, fully functional Program within the City; and

**WHEREAS**, the City and the Contractor recognize that the State of Colorado has legislated certain requirements for the implementation and operation of Automated Vehicle Identification Systems and the parties intend to comply fully with the provisions of C.R.S. §42-4-110.5 and §42-3-113(10) (a) (the “State Statute”), and as they may be amended from time to time, in entering into and performing under this Agreement; and

**WHEREAS**, given the benefits of such a Program, the City, through the City’s Police Department (the “DPD”) and with the assistance and support of other involved City Agencies, wishes to successfully implement and operate the Program within the City and County of Denver; and

**WHEREAS**, the City has enacted, as part of Chapter 54 of the Denver Revised Municipal Code (the “DRMC”), certain ordinances providing for the use of an Automated Vehicle Identification System to detect traffic violations (the “City Ordinances”) and the parties intend to comply fully with the City Ordinances in entering into and performing under this Agreement; and

**WHEREAS**, the City has established comprehensive policies and procedures that govern the

operation of the Program entitled: “Denver Photo Enforcement Program Manual” (the “Manual”), which Manual is subject to future amendments and revisions by the City; and

**WHEREAS**, the Contractor represents that it has the present capacity and is experienced and qualified to perform under the terms and conditions of this Agreement; and

**WHEREAS**, the Contractor is willing and able to perform, in accordance with the terms and conditions of this Agreement, as an independent contractor; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties hereto mutually agree as follows:

**Recitals**: All of the above “whereas” clauses, appendices and exhibits are hereby confirmed and incorporated herein as a part of this Agreement as representations or terms and conditions.

**ARTICLE I. AUTHORITY**: The City's Executive Director of Safety or designee (the "Manager") is the City's representative who is responsible for authorizing and approving the Contractor's performance under this Agreement. The Manager hereby designates the City's Chief of Police or designee (the "Chief") as the Manager's authorized representative for the purpose of administering, coordinating and finally accepting such performance, in accordance with this Agreement. The Chief or his designee shall act as a Program Manager for the Program. The Program Manager will be responsible for the implementation, operation and management of the Program and for the day-to-day administration, coordination and preliminary acceptance of the Contractor's performance on behalf of the Program under this Agreement.

**ARTICLE II. DEFINITIONS**:

*Acceptance*: The term “Acceptance” shall mean written acceptance by the City of the PROGRAM components, performance or Related Services including Reports, procedures and protocols as specified in Article VI or elsewhere in this Agreement and Exhibits.

*Automated Vehicle Identification System or System*: The term “Automated Vehicle Identification System” or “System” shall have the meaning set forth in Section 54-1(5.5) of the DRMC and the State Statute. The System shall be operated by the Denver Police Department.

*Business Days*: The term “Business Days” shall mean those days excluding Saturdays, Sundays, and Holidays.

*City Computer System*: The term “City Computer System” shall mean the City computer network, including communication hardware and software, utilized by the City agencies involved in operating the Program to perform Program functions. This system may interface with the Contractor Computer System

and Equipment.

*Contractor Computer System:* The term “Contractor Computer System” shall mean the Contractor’s computer network including, but not limited to, all hardware, software, communication and system interface networks and database functions required by the Contractor to perform under the Agreement, exclusive of laptops in the vehicles, which are included in the Photo Speed System.

*Contract Execution Date:* The term “Contract Execution Date” shall mean the date upon which this Agreement is executed by the Mayor.

*Days:* Unless otherwise specified, the term “Day(s)” shall mean calendar days.

*Equipment:* The term “Equipment” shall mean the Automated Vehicle Identification System equipment and the PROGRAM Hardware and PROGRAM Software and other specialized equipment used by the City in the operation of the Program and specifically set forth in ***Exhibit A***.

*Equipment Compensation:* The term “Equipment Compensation” shall mean compensation paid to the Contractor for the use of the Equipment provided by the Contractor for the implementation and operation of the Program by the City. Such compensation shall be based solely and exclusively on the value of the Equipment, as set forth in ***Exhibit A***. In accordance with the State Statute, the parties recognize and intend by this Equipment Compensation structure that no portion of any fine collected through the City’s operation of the Program and no compensation based upon the number of traffic citations issued or the amount of revenue generated by the City’s use of the Equipment in the operation of the Program shall be paid to the Contractor as compensation for such Equipment.

*Holiday:* The term “Holiday” shall mean those holidays observed by the City as provided by ordinance.

*Intended Use:* The term “Intended Use” shall mean that the PROGRAM Software is able to execute all of the functions set out in this Agreement and ***Exhibit A***.

*Life cycle of citation:* The term “life cycle of citation” shall mean the entire life cycle of the photo speed violation from detection through to adjudication.

*Manual:* The term “Manual” shall mean that the Denver Photo Enforcement Program Manual as revised from time to time by the City.

*Photo Speed:* The term “Photo Speed” shall mean an Automated Vehicle Identification System (AVIS) that synchronizes the taking of a photograph with the occurrence of a violation of either DRMC § 54-156 or 157. The speed measurement equipment may be RADAR or LIDAR. Photo Speed systems may be used in a non-enforcement mode, for purposes of training, equipment testing, or statistical

sampling at any location, regardless of it being deployed in a school zone, residential area, or adjacent to a park, and regardless of any signage being posted.

*Photo Speed System:* The term “Photo Speed System” shall mean the vehicle and all necessary equipment for automated speed enforcement as outlined in the Exhibits to this Agreement, including the computer laptops in the vehicles.

*Principal Hours of Operation:* The term “Principal Hours of Operation” shall be those hours set forth in **Exhibit A**.

*Program or PROGRAM:* As used herein, the term “Program” or “PROGRAM” shall mean the Automated Photo Red Light System and Photo Speed Enforcement Program solely and exclusively implemented, operated, managed and administered by the City, through the DPD and utilizing the support and assistance of other City agencies and the Contractor. The Program shall include, without limitation, the deployment of AVIS Equipment and other Equipment at the sole discretion and under the supervision of the DPD, operation of such Equipment by Special Police Officers under the supervision of the DPD or other qualified DPD or City personnel, provision of Equipment by the Contractor in support of the Program and detailed in this Agreement and **Exhibit A**, performance of Services by the Contractor in support of the Program and detailed in this Agreement and **Exhibit A**, DPD supervision and review of image and infraction/violation processing and infraction/violation notices and collections, DPD review and issuance and City service of Penalty Assessment Notices or other appropriate charging documents for infraction/violations, County Court disposition of resulting cases and all other functions or operations the City has determined or may determine are required to successfully implement and operate a complete, fully functional Automated Photo Red Light System and Photo Speed Enforcement Program in accordance with the Manual, as may be revised to be consistent with the scope of work under this Agreement, City Ordinances and State Statute for benefit of the City and County of Denver. The Program is further described in this Agreement and attached **Exhibit A** hereto.

*Recovery from Catastrophic Failure:* The term “Recovery from Catastrophic Failure” shall mean those corrective efforts undertaken at the Equipment site as a direct result of natural disaster, fire, flood or other catastrophic event which causes either disruption of the PROGRAM services to the end user(s) for an extended period of time or loss of data.

*Related Services:* The term “Related Services” shall mean all technical, Operational, maintenance, training and support services necessary to provide to the City and maintain a fully tested, compatible, reliable and satisfactorily Operating PROGRAM and to perform or provide all other services, products,

functions or work of any nature required in this Agreement.

*Reports:* The term “Reports” shall mean the reporting and record keeping functions specified under this Agreement. The specific content requirements for each Report shall be as described in ***Exhibit A***.

*Services:* The term “Services,” including the terms “Program Services”, “Processing Services” “Related Services” and “ministerial services”, shall mean those Contractor provided ministerial services, technical experience and expertise and other assistance and support specified in this Agreement and necessary to assist and support the City in successfully implementing and operating the Program and as specifically set forth in ***Exhibit A***.

*Services Compensation:* As used herein, the term “Services Compensation” shall mean the compensation paid to the Contractor for the performance of Services under this Agreement and specified in ***Exhibit A***. Services Compensation shall not include compensation of any kind or nature relating to or associated with provision of Equipment under this Agreement. The parties recognize and intend by this Services Compensation structure that no portion of any fine collected through the City’s operation of the Program and no compensation based upon the number of traffic citations issued or the amount of revenue generated by the City’s operation of Program shall be paid to the Contractor as compensation for Services rendered.

**ARTICLE III. CONTRACTOR’S SCOPE OF WORK:** The Contractor shall perform the Services and provide the System and other assistance and support specified in this Agreement, necessary to assist and support the City in successfully implementing and operating a complete, fully functional Program.

**A. Scope of System- Photo Red Light:** The City has photo red light equipment and systems installed at four approaches (the “Initial Approaches”) in the four intersections identified in this section (the “Initial Intersections”), and may request the installation of additional photo red light equipment and systems (the “Additional Approaches”) at new intersections (the “Additional Intersections”). The requirements and associated payments for replacement of the photo red light equipment at the Initial Approaches and delivery of Additional Approaches is described in the **Pricing, Exhibit B**. The Contractor shall install any equipment necessary to operate the System at the Initial Intersections and Additional Intersections and assist in the operation of the Program, which shall include all labor, required permits, hardware and software, ground loops (if applicable), other equipment used for violation detection, still and video camera equipment, computer technology and other related components, equipment and services

necessary to record red light running incidents utilizing digital photographic technology that records in two (2) separate and distinct mediums, digital still and digital video. The four Initial Approaches are:

1. 8<sup>th</sup> Avenue & Speer Boulevard – West Bound
2. 6<sup>th</sup> Avenue & Lincoln Street – East Bound
3. 6<sup>th</sup> Avenue & Kalamath Street – East Bound
4. 36<sup>th</sup> Avenue & Quebec Street – North Bound

**B. Software Licenses:**

1. **Licensed Contractor Proprietary Software:** The Contractor hereby grants to the City a royalty free license for the use of any of Contractor’s proprietary web based back-office system software provided by or through the Contractor as a component of the Program commencing as of the Effective Date and ending one-hundred twenty (120) Days after the termination of the Agreement.

2. **Contractor’s Property:** All Equipment and aspects of Contractor’s proprietary software, including but not limited to the Contractor’s Computer System, including programs and methods of processing, remain the sole and exclusive property of Contractor or its Subcontractors, as applicable.

C. **Maintenance and Services:** Included in the monthly fee, the Contractor shall also provide comprehensive maintenance and repair as required of the System to keep it in fully operational condition. Also included in the monthly fee shall be the Services, including but not limited to development and processing of all violation notices and citations, including necessary mailings, accounting, accounts receivable and cash handling components as well as the tracking of delinquent accounts, preparation of required reports, both hardcopy and computerized, and web based access of violation data for designated Denver Police Department (“DPD”) personnel, all as further described on *Exhibit A*.

D. **Specific Program Requirements:** In addition to the requirements set out in the Statement of Work, the System developed for the Program shall include the following features:

1. The System shall not interfere with the existing Opticom Emergency Vehicle Signals.
2. The System shall detect and photographically record red light violations on all lanes designated by the City through the signal controlled intersections at any speed and including right turns.
3. The System shall be capable of detecting and recording all violators during a single traffic cycle.
4. Still images shall be full color, high resolution digital (not video images) that are a

minimum of twelve (12) Mega Pixels or greater or if an industrial grade camera, 11 mega-pixel or greater.

**5.** Separately recorded full-motion video of the violation(s), in full color at thirty (30) frames per second or greater shall be provided.

**6.** The system will allow for real time traffic monitoring while remaining in an enforcement mode.

**7.** The System shall operate with regular electronic flash illumination. Infrared flash technology shall not be used.

**8.** The System shall provide:

**a.** Photographically recorded violations with the following views:

- Identifiable violator face.
- Identifiable violator license plates (front and rear).
- Identifiable violator vehicle approaching the controlled intersection.
- Identifiable violator vehicle passing through the controlled intersection.

**b.** Video recorded violations with the following views:

- Identifiable rear view of violator vehicle approaching the controlled intersection.
- Identifiable rear view of the violator vehicle passing through the controlled intersection.

**9.** The Contractor shall be available via telephone with immediate response between the hours of 7:00AM and 5:00PM (Mountain Time) using a local number or toll free telephone number for Customer Service Support to the Program including internal (City to Contractor) and External (Public to Contractor for technical support). The Contractor shall provide the DPD with access to, on a twenty-four (24) hour per day, seven (7) day per week basis, the Contractor's Field Service Technician (FST) and/or Program Manager for non- customer service support such as equipment issues or other program related issues requiring immediate contact and resolution. Such access shall also be provided via a local phone number or toll free telephone number.

**10.** The Contractor shall offer Software (proprietary) /Web assistance (for their vendor system) on a twenty-four (24) hour per day, seven (7) days per week basis.

**11.** The Contractor shall immediately report all ethics violations to the City. Any illegal or unethical act committed by the Contractor or its officers, employees, agents or subcontractors must be made known to the City immediately. An example would be discovery of a deviance in the objectivity of violations that are issued (i.e. a staffer that is not issuing violations for people that he/she recognizes).

**12.** Payments tendered for violations, whether by mail, internet, in person, or any other means, whether such payment is received by the Contractor or by the City shall be handled as provided in Exhibit A, in the Business Rules and as further outlined in the City Finance Department Business Rules and pursuant to GAAP. In the event the City accepts payment for a violation, the City shall provide information of the payment to the Contractor to ensure the Back Office System is updated.

**13.** The Contractor shall maintain copies of incoming Program correspondence in paper format and electronic copies of outgoing Program correspondence in accordance with the City's records retention requirements; provided, however that if incoming Program correspondence is electronically scanned, archived and stored, the paper format can be destroyed two years after receipt of the correspondence unless otherwise specified by the City in the Program Business Rules. The City desires that any correspondence destroyed be recycled versus thrown out. The Contractor shall provide copies of correspondence and duplicate copies of Notices of Violation and Penalty Assessment Notices to the City upon request (black and white copies shall be acceptable unless a color copy is required for Court filing). As set forth in Exhibit A, the Contractor will be responsible for providing the electronic media of archived correspondence to the City before the paper correspondence is destroyed.

**14.** License plate lookup by the Contractor shall use current data provided from State Motor Vehicle databases. Data sources where information is more than sixty (60) days old shall not be utilized.

**15.** A web page provided by the Contractor on behalf of the City and linked to the City's website ([www.denvergov.org](http://www.denvergov.org)) shall provide the ability for the public to obtain general information on the program, view violation evidence and through the City's website pay program violations and citations online. The web page shall include information about the Program and direct users to the City's website for payments. The final web page design will be approved by the City. The Contractor will coordinate with the appropriate City agencies to ensure compliance with all applicable rules governing the City's Internet system and web page design. The Contractor shall have its web page ready to "go live" as soon as the first infraction/violation notice is issued.



16. The System shall allow for supervisory access from off-site (i.e. working at home).

17. The System shall provide the ability to assign each employee of the DPD and the County Court who utilize the system a User ID and password.

18. The Contractor will attend any meetings on request of the City

E. **Public Awareness Activities and Training:** The Contractor shall provide content for all public awareness campaigns outlined above and training services as specified in ***Exhibit A***.

F. **Contractor Compliance with State Statute and City Ordinance:** In addition to all other requirements of this Agreement, the Contractor shall perform the Agreement and provide Equipment and a Program that shall at all times be deemed to constitute an automated vehicle identification system as set forth in D.R.M.C. §54-1(5.5) and C.R.S. §42-4-110.5 and §42-3-113(10)(a) (the “State Statute”) or successor ordinances or statutes.

G. **Photo Radar:** In consideration of the compensation provided for below, the Contractor shall perform or provide the specialized equipment, ministerial services, technical experience and expertise and other assistance and support specified in this Agreement and its Exhibits, and necessary to assist and support the City in successfully implementing and operating a complete, fully functional, fully compliant photo radar program in accordance with the State Statute, the City Ordinances and the Manual. The Contractor’s Scope of Work is detailed further in this Agreement and ***Exhibit A***.

#### **ARTICLE IV. COMPENSATION AND PAYMENT:**

A. **Fee:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amounts set forth in ***Exhibit B***.

B. **Reimbursable Expenses:** Except as provided in Exhibit B, there are no reimbursable expenses allowed under the Agreement. All of the Contractor’s expenses are contained in the rates in Exhibit A, and Exhibit B.

C. **Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

#### **D. Maximum Contract Amount:**

1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE MILLION SIX HUNDRED SIXTY THOUSAND**

**DOLLARS AND ZERO CENTS (\$5,660,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor’s risk and without authorization under the Agreement.

2. The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

3. In the event the continuation of services by the Contractor would cause the amount payable to the Contractor to exceed the annual appropriation or maximum payment obligation, the Contractor agrees to stop providing services until such time as additional funds sufficient to cover the services are appropriated and encumbered, or an amendment to the maximum payment obligation is executed for purposes of this Agreement.

#### **ARTICLE V. GENERAL RESPONSIBILITIES OF THE CONTRACTOR:**

A. **Coordination and Cooperation:** Coordination with the City and its involved agencies, designees and the public shall be a continuing work item. Such coordination shall consist of regular progress and review meetings with the City and work sessions with the Department of Safety, Denver Police Department (DPD), Denver County Court (Court), the City Attorney’s Office, other involved agencies and as otherwise directed by the City. The Contractor shall document all such conferences and distribute notes of such conferences to the Program Manager or designee.

B. **Standard of Performance:** All of the services and work performed by the Contractor under this Agreement in the development and operation of the Program shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work or provide services of a similar nature to the performance described in this Agreement, as well as in strict compliance with all terms and conditions of this Agreement and **Exhibit A**. All provision of the Program, including equipment and services of whatsoever nature provided by the Contractor to the City pursuant to this Agreement, shall be prepared or provided in a professional manner and conform to the standards of quality normally observed by competent professionals providing deliverables of a similar nature.

C. **Qualified Personnel:** All of the Services performed or Equipment provided by the Contractor or any subcontractor under this Agreement shall be performed only by competent, qualified

personnel under the supervision of the Contractor and in the employ of either the Contractor or an approved Subcontractor. The Contractor will ensure adequate staffing of all such personnel. Within ten (10) Days of the Effective Date, the Contractor will provide to the City a list of the key personnel that will be assigned to the Project along with appropriate supporting materials. The Contractor will promptly notify the City in writing of any changes in key personnel during the term of this Agreement. The Contractor will comply with the City's reasonable requests regarding assignment and removal of personnel, but all personnel, including those assigned at the City's request, and must be supervised by the Contractor.

**D. INSURANCE:**

**1. General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**2. Proof of Insurance:** Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit C, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance

that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**3. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor's and subcontractor's (if applicable) insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers (if applicable) as additional insured.

**4. Waiver of Subrogation:** For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

**5. Subcontractors and Subconsultants:** Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

**6. Workers' Compensation and Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

**7. Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

**8. Automobile Liability:** Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**9. Technology Errors & Omissions including Cyber Liability:** Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

**E. DEFENSE AND INDEMNIFICATION:**

1. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the negligent acts or omissions or willful misconduct of Contractor performed under this Agreement (“Claims”), except the portion of such Claims that have been specifically determined by the trier of fact to be the result of the negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any negligent acts or omissions or willful misconduct of Contractor or its subcontractors either passive or active, irrespective of fault, excluding the portion attributable to the City’s concurrent negligence or willful misconduct whether active or passive.

2. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

3. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses attributable to Contractor’s negligent acts or omissions or willful misconduct and incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

4. Except as otherwise provided under this Agreement, City is responsible for any liabilities that arise from the City’s operation of the photo speed vehicles.

5. Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection in the performance of this Agreement.

6. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**F. Bonding Requirements:**

1. **Surety Bonds:** The Performance Bond required in this Section must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor, the

Manager of Safety and the Office of the City Attorney. Before any work is executed for the installation of equipment under this Agreement, the Contractor shall have furnished corporate surety bonds and appropriate Powers of Attorney as a guarantee of the faithful performance of the Agreement and the payment of bills for labor and materials.

**2 Performance Bond:** The Contractor shall furnish and pay for a Performance Bond in the amount of not less than **ONE MILLION and No/100 Dollars** (\$1,000,000.00) which, when executed by the Contractor and surety, shall be a guarantee for the faithful performance and completion of the Contractor's obligations in strict accordance with the terms of this Agreement. The Performance Bond shall be in the form contained in *Appendix 3* The Performance Bond shall be renewed annually for each year that this Agreement is extended or renewed. The fully executed and approved Performance Bond shall be provided within thirty (30) days of the Agreement being fully signed. In the event that the City requests Additional Approaches, the Contractor shall provide a Payment Bond in an agreed upon amount for that work.

**G. Program Service Levels, Warranty and Liquidated Damages:**

**1 General Program Performance Warranty:** Subject to and without limiting the specific warranties set forth in this Section, the Contractor shall warrant that the Program, as implemented and operated by the City with the support and assistance of the Contractor, will perform as set forth in this Agreement during the term of this Agreement. Further, the Contractor agrees to perform with respect to the Program as specified herein and warrants that the Program shall perform in accordance with the specifications and requirements detailed herein for the term of the Agreement.

In the event of any failure of the Program/System to perform or otherwise function as specified that is attributable to the Contractor, the Contractor shall, within one (1) Day, correct any such failure at no cost to the City. In the event of any interruption of the Contractor's Services related to Program/System operation as a result of such a failure, the Contractor agrees to use best efforts to immediately remedy such interruption and restore the Program/System to full operation.

**2 Equipment Warranty:** The Contractor agrees to warrant, service and maintain, and as necessary or provided for herein, repair or replace, all equipment provided hereunder, for the life of the Agreement. The Contractor agrees that implied warranties of merchantability and of fitness for the particular purposes specified in this Agreement, as set out in the Colorado Uniform Commercial Code, are in no way disclaimed by the Contractor, and shall also apply fully to the System.

With respect to all such equipment, the Contractor shall provide sufficient Field Service

Technicians dedicated to the Program to meet service levels set forth in ***Exhibit A***. The Field Service Technicians shall respond to the City's notification of inoperable or failing Equipment as provided below. In the event the Program reaches 8 approaches, Contractor shall provide at a minimum one (1) Field Service Technician dedicated full time to the Program, unless the Contractor can demonstrate the Field Service Technician can service obligations with Contractor's other Colorado clients without impacting the service provided to the City.

In the event of any Equipment failure which precludes or materially diminishes the operation of any enforcement unit or the Program operations as a whole (thereby rendering the unit or Program "inoperable") and which is not caused by the negligence or misuse of the City or its employees or agents, the City shall promptly notify the Contractor of any such failure and shall maintain a log of all such notifications. Upon notification, the Contractor shall respond within four (4) hours and make its best efforts to repair or correct the failure or replace the inoperable Equipment with a fully operational replacement as outlined in ***Exhibit A***, including weekend days and holidays, at no cost to the City. If such equipment is not operable within the time set out in Exhibit A the City shall be entitled to a credit on its invoice in the amount of 1/30<sup>th</sup> of the monthly fee for the inoperable equipment for each twenty-four hour period the equipment is inoperable. The service credit shall be clearly delineated on the invoice.

**3. Image Quality Warranty:** The Contractor represents and warrants that the System performance with respect to image quality shall consistently meet or exceed the image quality performance standards set forth in ***Exhibit A***. To that end, the Contractor agrees to employ all reasonable efforts, assistance and cooperation necessary to develop and implement monitoring and inspection mechanisms to assist the City in measuring compliance with these performance standards. In the event Contractor fails to meet the performance standards set out in ***Exhibit A***, Contractor shall, upon receipt of written notice by City of a failure, submit a Corrective Action Plan ("CAP") to address each identified failure in no less than three (3) days of receipt of City's notice. Such CAP shall provide for a remediation of such failures no later than fifteen (15) days following Contractor's receipt of City's notice. Upon City's acceptance of the CAP, Contractor shall execute the CAP as accepted by the City. In the event such failures continue despite Contractor's execution of the CAP or the Contractor fails to execute the approved CAP, any such failure may be considered by the City to be a material breach or default by Contractor, and City may, at its sole discretion, seek remedies as provided for herein.

## **ARTICLE VI. RESPONSIBILITIES OF VARIOUS CITY AGENCIES:**

A. **Department of Safety**: Unless otherwise set forth in this Article, the Manager of Safety shall have primary responsibility for the administration of this Agreement in accordance with the terms and conditions specified herein. The Manager or his designee shall be responsible for any Acceptance required hereunder.

B. **Police Department**: The DPD shall solely and exclusively implement, operate, manage and administer the Program with the support and assistance of other City agencies and the Contractor. Except as provided in Sections C and D, below, the DPD shall use its own personnel including, as required, DPD Supervisors, Police Officers, Special Police Officers, technicians and support personnel, to perform Program discretionary functions including, without limitation, establishing Program implementation and operation policies and procedures, reasonable assistance with the implementation of the System, operation of the pertinent parts of the System, review and supervision of image and infraction/violation processing and infraction/violation notices and collections, review, issuance and supervision of service of penalty assessment notices or other appropriate charging documents for infraction/violations, and all other functions or operations the City has determined or may determine are required to successfully implement and operate a complete, fully functional Program. In addition, the DPD shall supervise and direct the performance of the Contractor in support of the Program and the Contractor shall not perform any City or DPD Program function specified herein.

C. **County Court**: The Court will be responsible for managing and operating all Denver County Court functions, associated with the Program.

D. **Office of the City Attorney**: The City Attorney's Office will advise and assist the Department of Safety and other agencies with the administration of the Program and this Agreement; shall represent the City in court proceedings where possible, and shall advise the Department of Safety, Police Department and County Courts on legal matters and court processes.

## **ARTICLE VII. TERM AND TERMINATION:**

A. **Term**: The term of this Agreement shall commence on March 1, 2022 (the "Effective Date"), and shall end February 28, 2027. The processing of any violations detected during the term of the Agreement that are still in progress shall continue until completion of processing such violations through first notice of violation, and all terms and conditions of this Agreement shall remain in force until such completion.

B. **Termination for Default for Nonperformance**: Failure or refusal of the Contractor to perform any material obligation under this Agreement shall constitute default. In the event of any default,



in addition to any other remedy available to the City, after providing Thirty (30) Days prior written notice and opportunity to cure such default, the City may terminate this Agreement. No new performance will be undertaken after the date of receipt of any notice of termination. In the event of such termination, the Contractor will be paid for those services performed in accordance with the requirements of this Agreement up to the effective date of termination. Such termination shall not waive any other legal remedies available to either party.

**C. Termination for Default for Bankruptcy:** In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors then, at the option of the other party, this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

**D. Termination for Default for Improper Conduct:** The City may, by written Notice of Default to the Contractor, terminate the whole or any part of this Agreement in the event the Contractor or any of its officers are convicted, plead nolo contendere, or enter into a formal agreement for deferred prosecution or sentencing, in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion, violation of the Racketeer Influenced and Corrupt Organizations Act (R.I.C.O.) or substantially similar state statute or any offense of a similar nature, in connection with the Contractor's business.

**E. Termination for Judicial or Legislative Action or Voter Referendum:** The City may, as of the date of receipt by the Contractor of a written notice from the Executive Director of Safety, terminate the whole or any part of this Agreement in the event a judicial action by a municipal, county, state or federal court or a legislative action by the State of Colorado, City and County of Denver, or a voter initiative, referendum, recall, repeal or other voter action either precludes operation of the Program or restricts or limits Program operations under the terms and conditions of this Agreement in a manner that renders such operations impossible or impractical. Such notice to the Contractor shall specify the judicial or legislative action, which constitutes the basis for such termination. As of the effective date of such termination, the City shall not be liable to the Contractor for any further costs, losses or damages incurred by Contractor as a result of the Photo Speed System. Such non-recoverable costs include, but are

not limited to, anticipated profits on this Agreement, post-termination employee salaries, overhead, bonding and insurance costs, contract administration and post-termination administrative expenses, or any other costs associated with this contract or termination hereof. However, for its red light camera program, upon a termination under this section, subject to appropriation, the City shall reimburse Contractor for any unamortized installation costs (including internal labor and third party design and construction costs but not including hardware costs) for all installed Approaches. For purposes of this Section, system installation costs shall be amortized monthly on a straight-line basis from the month of install through the end of the Term.

**F. Termination for Convenience of City:** The City may terminate this Agreement for the City's convenience and without cause at any time by giving the Contractor not less than thirty (30) Days' written notice of such termination. In the event of such termination, the Contractor shall cease performance under this Agreement on, but not before the date specified in such written notice of termination (the "Effective Date of Termination"). Upon termination for convenience, the Contractor will be paid for those services performed in accordance with the provisions of this Agreement, up to the Effective Date of Termination. However, City shall pay Contractor for any unamortized costs for hardware and related installation costs for all installed Approaches.

In no event will the City be liable for any costs incurred by the Contractor after the Effective Date of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, overhead, bonding and insurance costs, contract administration and post-termination administrative expenses, or any other costs associated with this Agreement or the termination hereof.

**G. Contractor Cooperation with City and Successor Provider:** In the event of termination of this Agreement by the City for any reason, the Contractor will use best efforts to actively and in good faith cooperate and coordinate with, and assist, the City and with any successor Contractor or provider retained by the City in transitioning the operation and function of the Program to an internal City operation or to a successor contractor or provider, in the City's sole discretion, including but not limiting to assisting in transitioning the functioning of Program Equipment, if procured from the vendor separately by the City. including hardware and software, to accommodate new or different hardware or software proposed to be utilized to operate and maintain an ongoing Program, to the end that the operation of the Program shall not be materially disrupted or interrupted or rendered dysfunctional by such transition. To the extent such transition requires the ongoing maintenance of equipment and/or provision of violations processing

services by Contractor, the City agrees to compensate Contractor at the rates set forth herein. In no event, however, shall such compensation exceed the Maximum Contract Amount.

To the extent necessary to assist transition, the Contractor hereby grants to the City a royalty free license for the use of Contractor proprietary web based back-office system software provided as a component of the Program for the earlier occurrence of either 120 days past the termination of the Agreement or the successful transition of the Program.

**H. Survival:** The Indemnity and Insurance provisions of this Agreement, together with other provisions set out below, shall survive any termination effected hereunder.

#### **ARTICLE VIII. OWNERSHIP OF DOCUMENTS:**

**A.** All documents, reports, plans, contents of electronic databases and electronic files or other written products prepared by the Contractor under this Agreement shall be the property of the City. The Contractor agrees to allow the City to review any of the procedures used in operating the Program and providing the System hereunder, and to make available for inspection the memoranda, notes and other documents used in the Contractor's performance under this Agreement.

**B.** The City shall have ownership of such documents and other Work products developed in the performance of this Agreement and, with respect thereto, the Contractor agrees to and does hereby grant to the City an exclusive royalty-free license to all City program related data which the Contractor may cover by copyright and to all other documents or City program Work product to which the Contractor may assert any rights or establish any claim under any patent or copyright laws or any other applicable laws.

**C.** The City agrees that ownership of the Contractor's Intellectual Property is excluded from this Agreement.

#### **ARTICLE IX. CHANGES AND AMENDMENTS:**

The City reserves the right to change any portion or component of the Program required under this Agreement, to alter, modify or reconstitute its Traffic Management Program, or amend such other terms and conditions of this Agreement, which may become necessary including but not limited to installing Additional Approaches or relocating approaches. Any such revisions shall be accomplished by mutually agreeable written amendatory agreement.

#### **ARTICLE X. ADDITIONAL CONDITIONS OF AGREEMENT:**

**A. Status of Contractor:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its

employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**B. When Rights and Remedies Not Waived:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

**C. Examination of Records:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

**D. Taxes, Permits and Licenses:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**E. No Authority to Bind City to Contracts:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

**F. Venue; Governing Law:** The Agreement will be construed and enforced in accordance

with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**G. Use, Possession or Sale of Drugs or Alcohol:** The Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor from City facilities or participating in City operations.

**H. Assignment and Subcontracting:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

**I. Inurement:** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

**J. No Discrimination in Employment:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

**K. Colorado Governmental Immunity Act:** The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (presently

\$150,000 per person, \$600,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

**L. Conflict of Interest:**

1. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, *et seq.* or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

2. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

**M. No Third Party Beneficiary:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement, including but not limited to subcontractors, suppliers, persons who may be impacted by the Program or by the performance of this Agreement, or members of the general public. It is the express intention of the City and the Contractor that any person or entity other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**N. CONFIDENTIAL INFORMATION**

1. "Confidential Information" means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any

third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

2. Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor receives Regulated Data outside the scope of the Agreement, it shall promptly notify the City.

Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

3. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City may advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If Contractor objects to disclosure of any of its material, Contractor shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, Contractor agrees to intervene in such action or

lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

**O. No Construction against Drafting Party:** Each of the Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions, have been prepared by a particular Party.

**P. Disputes:** All disputes of whatsoever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Article I hereof. It is the express intention of the parties to this Agreement that all disputes of any nature whatsoever regarding this Agreement including, but not limited to, those involving damages or time extensions for delay, equitable adjustments or other claims for compensation by the Contractor including, but not limited to, disputes going to the breach or default of this Agreement shall be ultimately resolved by administrative hearing pursuant to the provisions of Section 56-106(b) et. seq. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its Subcontractors or suppliers.

**Q. Notices:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid:

If to Contractor:	American Traffic Solutions, Inc. 1150 N. Alma School Road Mesa, AZ 85201
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With a copy of any such notice to:	Denver Automated Enforcement Program Manager 518 17 <sup>th</sup> Street, Suite 400 Denver, CO 80202
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If to City: Executive Director of Safety or Designee  
1331 Cherokee Street, Room 302,  
Denver, Colorado 80202

With a copy of any such notice to: Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**R. Paragraph Headings:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

**S. Severability:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**T. Survival of Certain Agreement Provisions:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**U. Compliance with all Applicable Federal and State Statutes, Regulations, Rules and Standards, and Other Requirements:**

The Contractor shall be cognizant of and agrees to fully comply with all applicable federal and state statutes, regulations, rules, standards and other requirements, specifically including all applicable State Statutes and the City Ordinances, in supporting the Program and otherwise performing under this Agreement.

**V. Agreement as Complete Integration - Amendments:** The Agreement is the complete

integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

**W. Legal Authority:**

**1.** The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

**2.** The person or persons signing and executing this Agreement on behalf of the Contractor do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

**3.** The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Article.

**X. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**Y. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**

**1.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

**2.** The Contractor certifies that:

**a.** At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

**b.** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**c.** It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

**d.** It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

**e.** If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

**f.** It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

**3.** The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City,

constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

**Z. ON-LINE AGREEMENT DISCLAIMER.** Notwithstanding anything to the contrary herein, the City shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

**AA. PROHIBITED TERMS:** Any term included in this Agreement that requires the City to indemnify or hold Contractor harmless; requires the City to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109 C.R.S.

**BB. PREVAILING WAGE REQUIREMENTS:**

**1.** Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.

**2.** Date bid or proposal issuance was advertised August 30 2021.

**3.** Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits

**4.** Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract.

**5.** Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract.

**6.** Contractor shall prominently post at the work site the current prevailing wage and

fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing [auditor@denvergov.org](mailto:auditor@denvergov.org).

7. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

The attached Exhibits and Appendices are hereby incorporated herein:

**APPENDICES AND EXHIBITS**

**APPENDIX 1 - DATA SECURITY REQUIREMENTS**

**APPENDIX 2 - PCI/DSS COMPLIANCE**

**APPENDIX 3 - PERFORMANCE BOND**

**EXHIBIT A - SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

**EXHIBIT B - PRICING**

**EXHIBIT C - CERTIFICATE OF INSURANCE**

**EXHIBIT D NOTICE TO PROCEED**

**EXHIBIT E DMV AUTHORIZATION FORM**

**EXHIBIT F DATA RETENTION SCHEDULE**

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## APPENDIX 1 DATA SECURITY REQUIREMENTS

**A. DEFINITIONS:** Whenever used herein, any schedules, exhibits, order forms, or addenda to this Agreement, the following terms shall have the meanings assigned below unless otherwise defined therein. Other capitalized terms used in this Agreement are defined in the context in which they are used.

**1. "Acceptance"** means the Deliverable demonstrates to the City's reasonable satisfaction that the Deliverable conforms to and operates in all material respects according to the Acceptance Criteria, and if required, has successfully completed Acceptance Testing in all material respects, and for Deliverables not requiring Acceptance Testing that the Deliverable reasonably conforms in all material respects to the Acceptance Criteria or the City's requirements.

**2. "Acceptance Certificate"** means a written instrument by which the City promptly notifies Contractor that a Deliverable has been Accepted or Accepted with exceptions, and Acceptance Criteria have been met or waived, in whole or in part.

**3. "Acceptance Criteria"** means functionality and performance requirements determined by the City and set forth on the Order Form for the applicable Product or Service, based upon the Specifications, which must be satisfied prior to the City's Acceptance of a Deliverable, or the System. The City and Contractor shall agree upon written Acceptance Criteria in the Order Form for the applicable Product or Service.

**4. "Acceptance Date"** means the date on which the City issues an Acceptance Certificate for the System or a Deliverable.

**5. "Acceptance Test"** means the evaluation and testing method, procedures, or both, that are set forth in the Order Form for the applicable Product or Service and are used to determine whether or not the System or a Deliverable requiring Acceptance Testing performs in accordance with the Acceptance Criteria.

**6. "City Data"** means all information, whether in oral or written (including electronic) form, created by or in any way originating with the City and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the City, in the course of using and configuring the Services provided under this Agreement, and includes all records relating to the City's use of Contractor Services. City Data also includes Confidential Information disclosed to Contractor.

**7. "Confidential Information"** means all records or data that is disclosed in written, graphic or machine recognizable form and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent, or, if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) Calendar Days of the disclosure and is not subject to disclosure under CORA. Confidential Information shall include, but is not limited to, PII, PHI, PCI, federal or state tax information ("Tax Information"), Criminal Justice Information (CJI), personnel records, financial, statistical, personnel, human resources data or Personally Identifiable Information and/or Personal Information as described in the C.R.S 24-73-101, *et seq*; attorney/client privileged communications; information which is exempt per federal laws (including but not limited to copyright or HIPPA), all of which is not subject to disclosure under CORA. Confidential Information does not include information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential

Information (the "Receiving Party") with the prior written approval of the other party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; or (g) is required by law to be disclosed.

**8. "CORA"** means the Colorado Open Records Act, §§ 24-72-200.1, *et seq.*, C.R.S.

**9. "Data Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the City. Data Incidents include, without limitation (i) successful attempts to gain unauthorized access to a City system or the City information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a City system for the processing or storage of data; or (iv) changes to the City system hardware, firmware, or software characteristics without the City's knowledge, instruction, or consent. It shall also include any actual or reasonably suspected unauthorized access to or acquisition of computerized City Data that compromises the security, confidentiality, or integrity of City Data, or the ability of the City to access City Data.

**10. "Deliverable"** means the Products or Services or documents or tangible work products described in an Order Form to be provided to the City by Contractor or the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's work that is intended to be delivered to the City by Contractor under this Agreement.

**11. "Documentation"** means, collectively: (a) all materials published or otherwise made available to the City by Contractor that relate to the functional, operational and/or performance capabilities of the Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Contractor, including marketing materials that describe the functional, operational and/or performance capabilities of the Services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by the City, and the responses thereto from Contractor, and any document which purports to update or revise any of the foregoing; and (d) the results of any Contractor "Use Cases Presentation," "Proof of Concept" or similar type presentations or tests provided by Contractor to the City or as required to be produced by Contractor subject to the terms of this Agreement.

**12. "Downtime"** means any period of time of any duration that the Services are not made available by Contractor to the City for any reason, including scheduled maintenance or Enhancements.

**13. "Effective Date"** means the date on which this Agreement is fully approved and signed by the City as shown on the Signature Page for this Agreement. The Effective Date for Services may be set out in an Order Form or similar exhibit.

**14. "Enhancements"** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Contractor may develop or acquire and incorporate into its standard version of the Services or which Contractor has elected to make generally available to its customers.

**15. "Equipment"** means any hardware, machinery, device, tool, computer, computer component, computer system, including add-ons, or peripherals of tangible form together with the necessary

supplies for upkeep and maintenance, and other apparatus, to be provided to the City by Contractor under this Agreement.

**16. "Error"** means any defect, problem, condition, bug, or other partial or complete inability of a Product to operate in accordance with the applicable Specifications.

**17. "Intellectual Property Rights"** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation in part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law.

**18. "Order Form"** means a quote in the form attached hereto as an exhibit, setting forth certain Products and/or Services to be provided pursuant to this Agreement. Any reference to an "Order Form" in this Agreement includes Products and/or Services purchased by the City pursuant to Contractor's online ordering process. An Order Form can also be a statement of work or scope of work if attached to this Agreement.

**19. "PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

**20. "PII"** means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-72-501 and 24-73-101, C.R.S.

**21. "Product(s)"** means software, Equipment, and supplies delivered, or to be delivered, pursuant to an Order Form.

**22. "Protected Information"** includes, but is not limited to, personally-identifiable information, student records, protected health information, criminal justice information or individual financial information and other data defined under § 24-72-101 *et seq.*, and personal information that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. The loss of such Protected Information would constitute a direct damage to the City.

**23. "RFP Response"** means any proposal submitted by Contractor to City in response to City's Request for Proposal ("RFP") titled Request for Proposal No. 11065 Photo Radar and Red-Light Enforcement.

**24. "Services"** means Contractor's computing solutions, provided to the City pursuant to this Agreement, that provide the functionality and/or produce the results described in the Documentation, including without limitation all Enhancements thereto and all interfaces.

**25. "Service Level Agreement(s)"** mean the provisions attached hereto, which are incorporated into this Agreement by this reference.

**26. "Specifications"** means the most current cumulative statement of capabilities, functionality, and performance requirements for the Products or Services as set out in the Acceptance Criteria,



Order Forms, Documentation, Contractor's representations, Contractor's proposal, and the City's Request for Proposals.

**27. "Subcontractor"** means any third party engaged by Contractor to aid in performance of the work or the Service. Contractor shall provide to the City upon request a list of Subcontractors providing material services to the Service.

**28. "System"** means the operational combination of all Products and Services to be provided by Contractor to the City under this Agreement.

**29. "Third Party"** means persons, corporations and entities other than Contractor, the City or any of their employees, contractors or agents.

**30. "Third-Party Host"** means the entity where the physical location of the server(s) of the Contractor's software resides.

**B. RIGHTS AND LICENSE IN AND TO DATA:**

**1.** The Parties agree that as between them, all rights in and to City Data shall remain the exclusive property of the City, and Contractor has a limited, nonexclusive license to access and use City Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.

**2.** All City Data created and/or processed by the Service is and shall remain the property of the City and shall in no way become attached to the Service, nor shall Contractor have any rights in or to the City Data without the express written permission of the City and may not include Protected Information.

**3.** This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

**4.** The City retains the right to use the Service to access and retrieve data stored on Contractor's Service infrastructure at any time during the term of this Agreement at its sole discretion.

**C. DATA PRIVACY:**

**1.** Contractor will use City Data only for the purpose of fulfilling its duties under this Agreement and for the City's sole benefit and will not share City Data with or disclose it to any Third Party without the prior written consent of the City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use City Data for Contractor's own benefit and, in particular, will not engage in "data mining" of City Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the City.

**2.** Contractor will provide access to City Data only to those Contractor employees, contractors and Subcontractors ("Contractor Staff") who need to access City Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to City Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of City Data they will be handling.

3. If Contractor receives Protected Information of a Colorado resident under this Agreement, Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the personal identifying information and the nature and size of Contractor's business and its operations. Unless Contractor agrees to provide its own security protections for the information it discloses to a third-party service provider, Contractor shall require all its third-party service providers to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the personal identifying information disclosed and reasonably designed to help protect the personal identifying information subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. Contractor and its third-party service providers that maintain electronic or paper documents that contain Protected Information under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the Protected Information to make it unreadable or indecipherable when the records are no longer needed.

4. Contractor may provide City Data to its agents, employees, assigns, and Subcontractors as necessary to perform the work under this Agreement, but shall restrict access to Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign, or have signed, agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractor has access to any Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the City upon execution of the nondisclosure provisions if requested by the City.

#### **D. DATA SECURITY AND INTEGRITY:**

1. All facilities, whether Contractor hosted or Third-Party Hosted, used to store and process City Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to provide the requested Service availability and to secure City Data from unauthorized access, destruction, use, modification, or disclosure appropriate for City Data. Such measures, when applicable due to the presence of Protected Information, include, but are not limited to, all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), (vii) §24-72-101 et seq., (viii) the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); (ix) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Addendum attached to this Agreement, if applicable. Contractor shall submit to the Manager, within fifteen (15) days of the Manager's written request, copies of Contractor's policies and procedures to maintain the confidentiality of protected health information to which Contractor has access, and if applicable, Contractor shall comply with all HIPAA requirements contained herein or attached as an exhibit.

2. Contractor warrants that all City Data will be encrypted in transmission (including via web interface) and in storage by a mutually agreed upon National Institute of Standards and Technology (NIST) approved strong encryption method and standard.

**3.** Contractor shall use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting in providing Services under this Agreement. Contractor shall ensure that any underlying or integrated software employed by the Service is updated on a regular basis and does not pose a threat to the security of the Service.

**4.** Contractor shall, and shall cause its Subcontractors, to do all of the following:

**a.** Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement.

**b.** Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.

**c.** Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.

**d.** Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.

**e.** Promptly report all Data Incidents, including Data Incidents that do not result in unauthorized disclosure or loss of data integrity.

**f.** Comply with all rules, policies, procedures, and standards issued by the City's Technology Services Security Section.

**g.** Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the City with scheduled access for the purpose of inspecting and monitoring access and use of City Data, maintaining City systems, if applicable, and evaluating physical and logical security control effectiveness.

**h.** Contractor shall perform current background checks in a form reasonably acceptable to the City on all of its respective employees and agents performing services or having access to City Data provided under this Agreement, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to City Data shall be deemed to be current.

**i.** Contractor will provide notice to the security and compliance representative for the City indicating that background checks have been performed. Such notice will inform the City of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.

**j.** If Contractor will have access to Tax Information under the Agreement, Contractor shall comply with the background check requirements defined in IRS Publication 1075 and § 24-50-1002, C.R.S.

**5.** If applicable, Contractor shall use, hold, and maintain Confidential and Protected Information in compliance with all applicable laws and regulations only in facilities located within the United

States, and shall maintain a secure environment that ensures confidentiality of all Confidential and Protected Information.

**6.** Prior to the Effective Date of this Agreement, Contractor, will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Incident:

**a.** A SSAE 16/SOC 2 or other mutually agreed upon audit of Contractor's security policies, procedures and controls;

**b.** A quarterly external and internal vulnerability scan of Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. The report must include the vulnerability, age and remediation plan for all issues identified as critical or high;

**c.** A formal penetration test, performed by a process and qualified personnel of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement.

**7.** Contractor will provide the City, upon request, the reports or other documentation resulting from the above audits, certifications, scans and tests within seven (7) business days of Contractor's receipt of such results.

**8.** Based on the results and recommendations of the above audits, certifications, scans and tests, Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures to meet its obligations under this Agreement and provide the City with written evidence of remediation.

**9.** The City may require, at its expense, that Contractor perform additional audits and tests, the results of which will be provided to the City within seven (7) business days of Contractor's receipt of such results.

**10.** Contractor shall protect data against deterioration or degradation of data quality and authenticity.

**E. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA:**

**1.** Except as otherwise expressly prohibited by law, Contractor will:

**a.** If required by a court of competent jurisdiction or an administrative body to disclose City Data, Contractor will notify the City in writing immediately upon receiving notice of such requirement and prior to any such disclosure;

**b.** Consult with the City regarding its response;

**c.** Cooperate with the City's reasonable requests in connection with efforts by City to intervene and quash or modify the legal order, demand or request; and

**d.** Upon request, provide the City with a copy of its response.

**2.** If the City receives a subpoena, warrant, or other legal order, demand or request seeking data maintained by Contractor, the City will promptly provide a copy to Contractor. Contractor will supply the

City with copies of data required for the City to respond within forty-eight (48) hours after receipt of copy from the City and will cooperate with the City's reasonable requests in connection with its response.

**F. DATA INCIDENT RESPONSE:**

**1.** Contractor shall maintain documented policies and procedures for Data Incident and breach reporting, notification, and mitigation. If Contractor becomes aware of any Data Incident, it shall notify the City immediately and cooperate with the City regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the City. If there is a Data Incident impacting residents of Colorado or any other jurisdiction, Contractor shall cooperate with the City to satisfy notification requirements as currently defined in either federal, state, or local law. Unless Contractor can establish that neither Contractor nor any of its agents, employees, assigns or Subcontractors are the cause or source of the Data Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Data Incident as required by law. After a Data Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Data Incident in the future as directed by the City, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the City at no additional cost to the City.

**2.** Contractor shall report, either orally or in writing, to the City any Data Incident involving City Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of City Data, not authorized by this Agreement or in writing by the City, including any reasonable belief that an unauthorized individual has accessed City Data. Contractor shall make the report to the City immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data Incidents will be reduced to writing and supplied to the City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

**3.** Immediately upon becoming aware of any such Data Incident, Contractor shall fully investigate the circumstances, extent and causes of the Data Incident, and report the results to the City and continue to keep the City informed daily of the progress of its investigation until the issue has been effectively resolved.

**4.** Contractor's report discussed herein shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

**5.** Within five (5) calendar days of the date Contractor becomes aware of any such Data Incident, Contractor shall have completed implementation of corrective actions to remedy the Data Incident, restore the City's access to the Services as directed by the City, and prevent further similar unauthorized use or disclosure.

**6.** Contractor, at its expense, shall cooperate fully with the City's investigation of and response to any such Data Incident.

7. Except as otherwise required by law, Contractor will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from the City.

8. Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to the City under law or equity, Contractor will promptly reimburse the City in full for all costs incurred by the City in any investigation, remediation or litigation resulting from any such Data Incident, including but not limited to providing notification to Third Parties whose data were compromised and to regulatory bodies, law-enforcement agencies or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Incident in such a fashion that, in the City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Data Incident.

**G. DATA RETENTION AND DISPOSAL:**

1. Using appropriate and reliable storage media, Contractor will regularly backup data and retain such backup copies consistent with the City's data retention policies.

2. At the City's election, Contractor will either securely destroy or transmit to the City repository any backup copies of City Data. Contractor will supply the City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.

3. Contractor will immediately preserve the state of the data at the time of the request and place a "hold" on data destruction or disposal under its usual records retention policies of records that include data, in response to an oral or written request from the City indicating that those records may be relevant to litigation that the City reasonably anticipates. Oral requests by the City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. The City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by the City.

**H. DATA TRANSFER UPON TERMINATION OR EXPIRATION:**

1. Upon expiration or earlier termination of this Agreement or any Services provided in this Agreement, Contractor shall accomplish a complete transition of the Services from Contractor to the City or any replacement provider designated solely by the City without any interruption of or adverse impact on the Services or any other services provided by third parties in this Agreement. Contractor shall cooperate fully with the City or such replacement provider and promptly take all steps required to assist in effecting a complete transition of the Services designated by the City. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Agreement. Contractor shall extend the Agreement monthly if additional time is required beyond the termination of the Agreement, if necessary, to effectuate the transition and the City shall pay a proration of the subscription fee.

2. Upon the expiration or termination of this Agreement, Contractor shall return City Data provided to Contractor in a common and readily usable format if requested by the City or destroy City Data and certify to the City that it has done so, as directed by the City. If Contractor is prevented by law or regulation from returning or destroying Confidential Information, Contractor warrants it will guarantee the confidentiality of, and

cease to use, such Confidential Information. To the extent that Contractor is requested to perform any services beyond the return of the City's Data in connection with termination assistance, the same shall be performed pursuant to a written statement of work under this Agreement and paid for by the City, applying Contractor's then-current rates for daily/hourly work, as the case may be.

## **I. COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES:**

**1.** Contractor will comply with all applicable laws in performing the Services under this Agreement. Any Contractor personnel visiting the City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. The City will provide copies of such policies to Contractor upon request.

### **2. ADA Website Compliance:**

**a.** Compliance and Testing. All Contractor managed or operated public-facing digital experiences (e.g., websites and webpages) must be compliant with Section 508 of the Rehabilitation Act of 1973 and the WCAG 2.0 Level AA guidelines (collectively, "Guidelines"). Prior to launching to the public, Contractor shall test all public-facing digital experiences, both manually and in an automated fashion, as applicable, to confirm and maintain compliance with the Guidelines, and then subsequently, no more than once per each term year thereafter. Such manual and automated testing may only be performed by a third party vendor approved by the Department of Justice. The City has a list of approved third party vendors. The City does not warrant the work of any third party vendor. All testing under this section shall be performed by third party vendors at the Contractor's expense.

**b.** Validation, Review and Remediation. Contractor will notify City when its digital experience is ready for City review and validation. City will then validate, prior to launch and each term year thereafter, to confirm that the digital experience is compliant with the Guidelines. Manual testing of the Contractor's digital experience will be verified by City with approved vendors and individuals of varying disabilities which shall include individuals who are blind, deaf or hard of hearing, and who have mobility or dexterity limitations. Upon completion of all testing, a review will be performed by the City's web accessibility coordinator to confirm completion of all accessibility requirements. In the event that any deficiencies are discovered in the Contractor's digital experience, City will promptly notify Contractor, and Contractor will remediate prior to launch. A digital experience will not launch until all deficiencies are remediated. All digital experiences must include a statement on the site that the experience is accessible, will maintain accessibility, and will provide a mechanism for users to submit feedback about accessibility issues.

**c.** In the event that the digital experience fails compliance at any time, Contractor shall bring the digital experience into compliance within ninety (90) days, which may be extended by mutual written agreement of the Parties. Failure to bring the digital experience into compliance for any reason within such time, except as may be mutually extended by the written agreement of the parties, shall be a breach of this Agreement.

## **APPENDIX 2**

### **PCI/DSS COMPLIANCE**

**A.** If Contractor is directly involved in the processing, storage, or transmission of cardholder data on behalf of the City as part of this Agreement, this Appendix applies. Any Contractor who provides or has access to software, systems, hardware, or devices which process and/or interact with payment card information or payment cardholder data must be compliant with the current version of the Payment Card Industry Data Security Standard (PCI DSS).

**B.** Contractor covenants and agrees to comply with Visa's Cardholder Information Security Program (CISP), MasterCard's Site Data Protection Rules (SDP), and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations ("Association"), and further covenants and agrees to maintain compliance with the PCI DSS, SDP, and (where applicable) the Payment Application Data Security Standard (PA-DSS) (collectively, the "Security Guidelines"). Contractor represents and warrants that all of the hardware and software components utilized for the City or used under this Agreement is now, and will be PCI DSS compliant during the term of this Agreement. All service providers that Contractor uses under the Agreement must be recognized by Visa as PCI DSS compliant. Contractor further agrees to exercise reasonable due diligence to ensure that all of its service providers (as defined by the PCI Security Council), agents, business partners, contractors, Subcontractors and any person or entity that may have access to credit card information under this Agreement maintain compliance with the Security Guidelines and comply in full with the terms and conditions set out in this Section. Contractor further certifies that the equipment, as described herein, will be deployed in a manner that meets or exceeds the PA DSS and/or PCI certification and will be deployed on a network that meets or exceeds PCI standards. Contractor shall demonstrate its compliance with PCI DSS by annually providing the City an executed Attestation of Compliance (AOC). Contractor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of Contractor's system(s) that interface with or utilize credit card information in any manner or form of collection are PCI DSS compliant. If the Contractor is a service provider involved in the processing, storage or transmission of cardholder data or sensitive authentication data (collectively "Data Handling") on behalf of the City that would result in Data Handling being included in the City's PCI scope through connected software or components, then the Contractor must provide a PCI Responsibility Matrix ("Matrix") to be attached to this Agreement as an exhibit. The Matrix must identify where responsibility resides for each PCI control requirement, whether it be with the Contractor, the City or shared by both. Any PCI control requirements that do not apply should be indicated along with any pertinent notes.

**C.** Contractor shall not retain or store CAV2/CVC2/CVV2/CID or such data prohibited by PCI DSS subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind, Contractor shall notify the City in writing consistent with the Data Incident response notification requirements of this Agreement, and shall provide, at Contractor's sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.

**D.** If any Association requires an audit of Contractor or any of Contractor's Service Providers, agents, business partners, contractors or Subcontractors due to a data security compromise event related to this Agreement, Contractor agrees to cooperate with such audit. If as a result of an audit of the City it is determined that any loss of information is attributable to Contractor, Contractor shall pay the City's reasonable costs relating to such audit, including attorney's fees. No review, approval, or audit by the City shall relieve Contractor from liability under this section or under other provisions of this Agreement.



**E.** In addition to all other defense and indemnity obligations undertaken by Contractor under this Agreement, Contractor, to the extent that its performance of this Agreement includes the allowance or utilization by members of the public of credit cards to pay monetary obligations to the City or Contractor, or includes the utilization, processing, transmittal and/or storage of credit card data by Contractor, shall defend, release, indemnify and save and hold harmless the City against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City and/or Contractor by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach or loss of information with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Contractor of this Agreement. In furtherance of this, Contractor covenants to defend and indemnify the City and Contractor shall maintain compliance with PCI DSS and with all other requirements and obligations related to credit card data or utilization set out in this Agreement.

### **Appendix 3**

### **PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_, (hereinafter called the Principal), as Principal, and NAME OF SURETY COMPANY, duly organized under the laws of the State of \_\_\_\_\_, (hereinafter called the Surety), as Surety, are held and firmly bound unto \_\_\_\_\_, (hereinafter called the Obligee), in the sum of \_\_\_\_\_ (\$\_\_\_\_) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated \_\_\_\_\_, for \_\_\_\_\_, in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

FURTHERMORE, Notwithstanding the provisions of the Contract, the term of this bond shall apply from \_\_\_\_\_, 20\_\_\_\_, until \_\_\_\_\_, 20\_\_\_\_, and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto. In no event shall Surety's aggregate liability exceed the penal sum of this bond.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

*(fill in Principal's name)*

Principal

By: \_\_\_\_\_

NAME OF SURETY COMPANY

Surety

By: \_\_\_\_\_

Attorney-in-Fact

**Contract Control Number:**

POLIC-202261957-00

**Contractor Name:**

American Traffic Solutions, Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of: 3/25/2022

**SEAL**



DocuSigned by:

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

DocuSigned by:

A blue ink signature of Paul López.

40136358DD334C3...

Clerk and Recorder/Public Trustee  
Paul López

By:

DocuSigned by:

A black ink signature of Michael B. Hancock.

63CED49338614EC...

Mayor  
Michael B. Hancock

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

DocuSigned by:

A black ink signature of Steven J. Hahn.

6510F26B779743C...

Mr.  
Steven J. Hahn

By:

DocuSigned by:

A black ink signature of Brendan J. Hanlon.

973CC37373F04C1...

Chief Financial officer  
Brendan J Hanlon

By:

DocuSigned by:


A black ink signature of Valerie Walling.

50A5EA19F526400...

Deputy Auditor  
valerie walling

**Contract Control Number:**  
**Contractor Name:**

POLIC-202261957-00  
American Traffic Solutions, Inc.

By: \_\_\_\_\_

Name: David Roberts  
(please print)

Title: CEO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## EXHIBIT A SCOPE OF WORK

### DEFINITIONS:

<b>A.V.I.S.</b>	Automated Vehicle Identification System(s)
<b>C.R.S.</b>	Colorado Revised Statute
<b>DCC</b>	Denver County Court
<b>DPD</b>	Denver Police Department
<b>DRMC</b>	Denver Revised Municipal Code
<b>NOV</b>	Notice of Violation
<b>PAN</b>	Penalty Assessment Notice(s)
<b>PEU</b>	Denver Police Dept. Photo Enforcement Unit
<b>PUC</b>	Public Utilities Commission

**Back Office System** - Defined as the proprietary back-end system that processes captured Incidents and Violations, including the printing and mailing of citations, the generation of evidence packages, and that provides system generated reports of violation counts.

**Business Rules** - The Business Rules Questionnaire to be completed by Customer and delivered to Contractor setting forth the business rules for the implementation and operation of the Program.

**Chain of Custody** - The chain of custody process requires demonstrated control of evidence from the point of capture to presentation in court for any hearings. This control must prevent the modification of, tampering with or altering of any Incident and Violation photographs, video and other data captured.

**Crosswalk Violation** - Defined as a captured Incident approved by a DPD employee wherein the front tires of the stopped vehicle are clearly passed the marked stop line in accordance with DRMC subsection 54-822 (f).

**Designated Warning Period** – Defined as the system being fully functional, capturing Incidents and warning citations issuing; to allow drivers an opportunity to become familiar with the system and encourage people to slow down and stop on red before actual citations issue.

**Driver Photograph or Image** - Defined as the photograph or image of the driver of the vehicle in the captured Incident.

**Enforcement Approach** - Defined as the approach of traffic at the intersection being enforced for compliance with Denver Revised Municipal Code 54-101(3).

**Equipment Components** - Defined as individual components of the Intersection Equipment.

**Incident** - Defined as the cameras firing and capturing an event. Also called an “Event”.

**Intersection** - Defined as the intersection of two roadways where the red light camera will be installed.

**Intersection Equipment** - Defined as all of the hardware including computers installed at the enforcement approach necessary to capture Incidents and accessing and transmitting Incidents for processing and police review.

**Lifecycle of Incident/Violation** - Defined as the lifecycle of the Violation or Incident that begins with the detection of an Event or Incident captured by the intersection equipment and ends with the adjudication of a violation with the final end point being the citation is turned over to a Collection Agency for collection of the fines and costs due on adjudicated citations.

**Metered Intersection** – Defined as a City traffic intersection with an installed or a Reconfigured Traffic Signal Facility, along with a Contractor-installed meter to measure the energy usage of the camera system.

**Non-routine Maintenance** - All other vehicle maintenance that is not covered by definition as “routine maintenance”; to include, but not limited to tires, brakes, minor and major repairs.

**Notice of Violation (NOV)** - Defined as the notice mailed to the registered owner of the vehicle captured in violation. This is considered a courtesy notice of the violation allowing the registered owner to dispute the notice, pay the notice or otherwise appropriately address the notice.

**Penalty Assessment Notice (PAN)** - Defined as the legal document personally served on the name violator if no appropriate action or response received from the notice of violation (courtesy) notices. This Penalty Assessment Notice is what is filed in the Denver County Court after being personally served if approved for filing by the Denver Police Department.

**Phase 1 Penalty Assessment Notice Process** - Defined as the online review of the original violation photographs and video by the Denver Police Department to determine if a Penalty Assessment Notice should be personally served by a Sheriff, Police Officer or private process server. This only occurs if the Notice of Violation that results from an Incident has not been cancelled, dismissed, paid, set for final hearing or otherwise appropriately responded to by the name driver.

**Phase 2 Penalty Assessment Notice Process** - Defined as the final review by Denver Police Department to determine if a Penalty Assessment Notice should be filed in the Denver County Court. This occurs for all Penalty Assessment Notices that are successfully served in the Phase 1 Penalty Assessment Notice process.

**Principal Working Hours** – Defined as 0600 – 2130 Sunday to Saturday excluding City Holidays.

**Reconfigured Intersection** - For purposes of the applicability section of Schedule TSL, a Reconfigured Traffic Signal Facility(ies) or traffic signal lighting device shall mean a change to a signalized intersection requested by the City that requires any change in the size or location of the Company’s electric distribution system serving that intersection.

Reconfiguration shall not include any changes in signal lights, operation of lights or any other changes to the intersection made by the City that does not require a change in the size or location of the Company’s electric distribution system serving that intersection.

**Routine Maintenance** - Regularly scheduled intervals of oil changes, oil/air filter replacement, lubes, and provision of gasoline

**Scene A or Scene 1** - Defined as the scene photograph that captures the vehicle in the captured Incident *before* the marked stop bar.

**Scene B or Scene 2** - Defined as the scene photograph that captures the vehicle in the captured Incident *after*

the marked stop bar.

**Scene Images** - Defined as Scene A and Scene B or Scene 1 and Scene 2.

**Six County Metropolitan Area** – Defined as City and County of Denver, Adams County, Arapahoe County, City and County of Broomfield, Douglas County, and Jefferson County.

**System** - Defined as the intersection equipment and the web-based application licensed by the City from the Contractor for the capturing and reviewing Incidents and processing of any violations resulting from the Incidents captured.

**Through Violation** - Defined as a captured Incident approved by a DPD employee wherein the vehicles goes through the intersection or the rear tires of the stopped vehicle are clearly passed the marked stop line in accordance with DRMC subsection 54-822 (f).

**Traffic Signal Facility** – Any customer-owned or authorized traffic signal, traffic signage or other traffic control or monitoring device, equipment or facility, including all associated controls, connections and other support facilities or improvements, in any public right-of-way or place or other property of the Customer.

**Vendor Processing System** - Defined as all of the components used by the Contractor to process red light Incidents including proprietary software and the hardware used for processing of Incidents detected by the intersection equipment.

**Violation** - Defined as a captured Incident that is reviewed by a Denver Police Department employee who approves a notice of violation to mail to the registered owner of the vehicle in the captured Incident.

## **COLORADO / DENVER STATUTES, CODES & RULES:**

The following rules and regulations are applicable to Photo Enforcement and shall be adhered to at all times by the Contractor. Contractor and respective employees / sub-contractors shall be required to be knowledgeable of them at all times.

Rapid program change management - should legislation change, or Denver expand the program with additional enforcement products, the parties will mutually agree on a BOS modification and an allocation of any additional costs, if necessary.

### **Denver Revised Municipal Code (DRMC)**

#### *54-101. Traffic control signal legend.*

States that vehicles must come to a full and complete stop prior to a clearly marked stop line when faced with a steady red indication

#### *54-156. Posted speed limits.*

Makes it unlawful for motor vehicle operators to drive in excess of posted speed limits.

#### *54-157. Unposted speed limits.*

Sets speeds for unmarked roads and makes it unlawful for motor vehicle drivers to drive in excess of the set speeds.



*54-159.5. School zones and safety zones.*

Defines school and safety zones.

*54-822. Exceptions to penalty assessment procedure.*

Provides exceptions to penalty assessment procedures for traffic infractions.

*54-823 Penalty assessment notice.*

Details summons and complaints, specifically outlining what must be included on a summons and time frames for specifying when a defendant must appear in court.

*54-824. Payment of penalty assessment.*

Provides timelines and regulations in regards to penalty assessment payments.

*54-825. Appearance in county court.*

Defines defendant's responsibility to appear in court and possible judgment outcomes.

*54-826. Refusal to accept penalty assessment notice.*

Tender of a penalty assessment notice for a traffic infraction constitutes service regardless of whether the defendant accepts the notice.

*54-827. Court procedures.*

Defines court proceedings and the role of the City during final hearings.

*54-828. Post judgment procedures.*

Defines the appeal process for traffic infractions.

*54-830. Automated vehicle identification system citations.*

Details summons and complaints, specifically outlining what must be included on a summons and time frames for specifying when a defendant must appear in court.

*54-831. Payment of automated vehicle identification system citations.*

Defines payment timelines and regulations.

*54-832. Appearance in county court on automated vehicle identification system citations.*

States that defendants must appear in court if they were personally served and fail to pay the penalty prior to their court date.

*54-833. Presumption in reference to automated vehicle identification system violations.*

States that it will be presumed that the registered owner or the designated driver was the person committing the violation, unless the registered owner or designated driver provides evidence to the contrary.

*54-834 Judicial notice of automated vehicle identification systems and admissibility of the results from the use of such systems.*

States that equipment must be calibrated annually and have a certification of accuracy from the manufacturer.

**Colorado Revised Statutes (CRS)**

*42-4-110.5. Automated vehicle identification systems:*

Limits the use of AVIS by placing constraints on how AVIS systems may be used. Places time constraints on

delivery of summons and complaints. States that an employee of the municipality must be present at the time alleged “speeding” violations occur. States that the compensation paid by the state, county, city and county, or municipality for such equipment shall be based upon the value of such equipment and may not be based upon the number of traffic citations issued or the revenue generated by such equipment. Limits costs charged for civil service of process. Prevents municipalities from reporting to the department of motor vehicles for citations generated through the use of AVIS. Makes it unlawful to operate AVIS without posting appropriate signage.

*42-4-614. Designation of highway maintenance, repair, or construction zones – signs – increase in penalties for speeding violations.*

Defines construction zones and sets limitations on fines incurred.

*42-4-615. School zones – increase in penalties for moving traffic violations.*

Defines school zones and sets limitations on fines incurred.

*Colorado House Bill 11-4452. Passive surveillance Records of Governmental Entities*

Limits retention of passive surveillance records definition.

## **PHOTO RED-LIGHT ENFORCEMENT**

### **BACKGROUND**

The Contractor shall provide the City with equipment, installation services, ministerial services, technical experience and expertise and other assistance and support required to, in conjunction with the City’s Police Department, to successfully maintain the current Red-Light Camera equipment and implement new Red-Light Camera installations as part of the Photo Red-Light Enforcement Program.

The Contractor will be responsible for Photo Red Light equipment and maintenance, processing of recorded images of violators, providing authorized users access to digital images of violations, creation and management of program data bases, preparation of notices and providing a link to the City’s website for payments.

Business Rules will be revised, if applicable, in consultation and coordination with the Contractor, which will be incorporated herein.

### **Photo Red -Light Enforcement - Milestones**

Project milestones shall consist of the following:

- Review and finalize the project plan,
- Establish the Business Rules for the Photo Red Light Enforcement Program,
- Review and finalize the camera sites,
- Obtain approval on the site plans, acquire permits and power,
- Develop and approve the notices and outgoing correspondence for the program,
- Develop and execute City’s public awareness campaign for the Photo Red Light Enforcement Program, and
- Schedule and conduct the training for City staff, which will be coordinated and conducted by our Learning & Development Team.

### **Photo Red -Light Enforcement - General Requirements**

1. The Contractor will have overall responsibility for the installation of the camera systems.
2. The Contractor will be responsible for the capturing of Incident data including video and photographic images and the processing of violations including the preparation of and mailing of notices and other correspondence approved by the City.
3. The system shall maintain a 95% or better issuance rate based on items mutually agreed to as controllable and uncontrollable in the business rules.
4. Any equipment failures causing the degradation or inability to continue enforcement at any location will be repaired or replaced within eight (8) hours of notification provided the notification occurs during the principle working hours of 0600 - 2130 during a Business Day. Any notification occurring outside the principle working hours will be repaired or replaced within the first eight (8) hours of the next immediate Business Day. The City shall be entitled to a credit on its invoice in the amount of 1/30<sup>th</sup> of the monthly fee for the inoperable equipment for each twenty-four hour period beyond the time required to repair or replace the inoperable equipment.
5. The Contractor will be responsible for maintaining and servicing the intersection equipment in accordance with the Business Rules.
6. The Contractor will be responsible for providing to the Denver Police Department all maintenance records, necessary certifications for installed equipment and records of the proper equipment functioning and testing information upon request by the City.
7. The Contractor will be responsible for notifying the DPD Photo Enforcement Unit of any on site maintenance work being done at an intersection by its personnel prior to any work being done. This includes on site and remote maintenance work that would require the system to be offline.
8. The Contractor will maintain responsibility for the installation, monitoring, and ongoing maintenance and repair of the equipment.

The equipment to be used is listed in the following:

#### **Photo Red-Light Enforcement - System/Equipment**

1. The equipment installed at the designated enforcement approach will be capable of capturing instances of red-light violations over multiple lanes of traffic, utilizing a purpose-built enforcement system (camera, radar, video, PC for Event processing, traffic light interface for phase detection, and flash for Incident illumination). The Camera System includes:
  - Camera enclosure
  - Processing Platform which receives vehicle detection data, triggers the cameras, and manages image and data storage in a separate pole-mounted junction box or within the camera enclosure
  - Digital camera set with high resolution and high dynamic range sensors which enables higher quality imaging and video in day, night, and difficult lighting conditions, and class-leading cameras with high resolution sensors to yield ideal images for enforcement based on each site

- Flash Illuminator specifically for traffic enforcement applications, using typical visible illumination 3DHD radar detection technology with highly accurate speed and positional data far exceeding video-based detection capability and is capable of tracking 256 vehicle targets simultaneously
  - Traffic light and other interfacing components including Traffic Light Interface Module, or TLIM, providing a direct connection to traffic signals to provide real time signal state information to the enforcement system
  - Digital full motion HD video camera for at least 1080p capture
  - Local data storage
  - All required software and configuration tools
2. The equipment installed at the designated enforcement approach will be capable of capturing instances of red-light violations over multiple lanes of traffic, utilizing the Contractor's latest RADAR technology available.
  3. The installed equipment at each approach will be sufficient to successfully capture red light Incidents including a clear driver photograph.
  4. The camera used to capture the required scene and driver images will be of the highest quality available. The camera will be an industrial grade camera. The number of cameras will be sufficient to capture Incidents across the required number of lanes both from the scene and driver perspectives.
  5. The system equipment used to capture video will be, at a minimum, able to produce a 10-12 second video clip of the violation and be 25-30 FPS capable.
  6. The installed intersection equipment at each approach shall at a minimum include the components to effectively capture an Incident that would provide high quality images; 24-hours per day, 7-days per week, as outlined above. The equipment will also have the capability of capturing an Incident even during inclement weather.

#### **Photo Red-Light Enforcement - Current Approaches**

1. The Contractor will provide equipment installed at the current four approaches:
  - East Sixth Ave. and Kalamath St. - Enforcing Eastbound on East Sixth Ave. at Kalamath St.
  - East Sixth Ave. and Lincoln St. - Enforcing Eastbound on East Sixth Ave. at Lincoln St.
  - Quebec Ave. and East 36<sup>th</sup> Ave. - Enforcing Northbound on Quebec Ave. at 36th Ave.
  - West 8th Ave. and Speer Blvd. - Enforcing Westbound 8th Ave. at Speer Blvd. Southbound
2. The Contractor will ensure that the Incidents captured from the current approaches can be transmitted and processed on their back-office Contractor processing system and then made available to the DPD Photo Enforcement Unit for review within the timeframe provided in the Business Rules.

#### **Photo Red-Light Enforcement - New Approaches**

In addition to the current four (4) enforced approaches this contract includes the intent for expansion of additional intersections throughout the Denver area. These enforcement approaches will be designated after consultation and coordination between the Denver Police Department, Traffic Engineering, and the Contractor.

## **Photo Red Light Enforcement - Equipment Installation and Maintenance**

### **Installation**

The installations will be inclusive of labor, required permits, power supply, hardware and software, ground loops or wireless technology (if applicable), still and video camera equipment, signage, computer technology, and all other related components. The Contractor will need to follow all regular right-of-way assessment(s), applicable street occupancy permit(s); and are responsible for all of the work of any sub-contractor.

1. The installed intersection will include all Photo Enforcement related signage in accordance with CRS 42-4110.5. Automated vehicle identification systems.
2. The installation of intersection equipment will include:
  - Metered service for power needs, if required,
  - Underground work including but not limited to the placement of conduit to bring power, communication lines and contact closure line to existing traffic signal equipment,
  - Broadband communications - Contractor will be responsible for all costs associated with the broadband communications associated with the Contractor related intersection equipment, and
  - The Contractor will provide to the City's Public Works Traffic Engineering Department detailed intersection diagrams showing the constructability of the intersection including all equipment to be provided,
  - These diagrams will be approved by the City's Traffic Engineer Office prior to any construction beginning at any enforcement approaches.

### **Maintenance**

1. Contractor will perform remote and on-site system maintenance and repairs.
2. While a field services technician is at a site responding to an Event (outage, field-of-view tuning, etc.), the technician will perform preventive cleaning and inspection activities - if scheduled - in addition to the service call: clean all glass, camera enclosures, strobe housing, lens covers and polarizers (of graffiti, dust, oil and other grime); inspect all enclosures for proper seals, locking mechanisms, etc.; inspecting and tightening all cables, connections and terminations; test full functionality of the system (triggering, test shots, strobe and video); visually inspect the site environment (road surface conditions, signage and obstructions such as tree branches), photographing any potential issues and relaying information to field services and client project management for decisions on corrective action; test voltage coming to the system and being supplied throughout the system; and ensure proper grounding.
3. Contractor's Verra Mobility Command Center (VCC) will use their 24/7 remote monitoring tools and systems to ensure proper functionality. Contractor will remotely monitor daily every site in a variety of ways. Contractor will use its monitoring functions that are continuously checking the system components of each site for connectivity to

verify the Back Office System's ability to receive images and video.

4. If an operational outage triggers an alert, field services technicians will begin the process of remote diagnosis and, if possible, remote repair. If remote repair is not possible, a field services technician will be dispatched to the site and will repair the system.
5. The Back Office System solution shall include an integrated camera monitoring module that continually assesses system health and sends proactive alerts to Contractor if a fault occurs. Software will be integrated into the full Back Office System and will include the ability to ensure that all captured Incidents are downloaded and accounted for and to flag unusual Incident volume trends, up or down, for further investigation.
6. Contractor's local technician will complete on-site, regularly scheduled preventative maintenance of each system. Preventative maintenance checks also are scheduled as work orders in the *Field Service Module*, with completion documented in an approved maintenance log for audit.
7. For issues that cannot be resolved automatically or remotely by the VCC, the Contractor's local technician will respond on site. This includes but is not limited to repairing and/or replacing faulty or damaged components and addressing any vandalism such as spray paint. All reactive maintenance is tracked through work orders in the *Field Service Module*, providing a complete, auditable history of each site.

## Power

Applicable to municipal, county, state, federal, and quasi-governmental customers for electric service at secondary voltage to Traffic Signal Facilities in a Metered Intersection. The Public Utility Company will require all traffic signal lighting installed or Reconfigured on or after January 1, 2012, to be metered. Contractor will assume all costs associated with this requirement.

## Photo Red-Light Enforcement - Performance Requirements

1. The System shall maintain a 95% or better operational rate for each approach regardless of weather conditions (including but not limited to heat, cold, wind, snow, rain, sleet, hail, lighting conditions, etc.) and traffic volume and/or speed, but excludes Events outside the control of the Contractor, including knockdowns or loss of power not caused by the Contractor.
2. The operational rate shall be defined as the amount of time in a 24-hour period that the system is operational. The following Performance Matrix shall apply when determining whether or not the system complies with the required operational rate; and penalties will thereby be assessed for failures greater than 5%.

Performance/Intersection	30-day	31-day	Penalty*
95 - 100%	684 - 720	706 - 744	0%
80 - 94%	576 - 683	595 - 705	10%
70 - 79%	504 - 775	520 - 594	15%
60 - 69%	432 - 503	446 - 519	25%
< 59% or lasting >than 7 continuous calendar days			30%
*Penalty is calculated as a percentage reduction in the monthly fee the City owes Contractor on the Photo Red-Light System that fails to meet the operational rates above.			

3. Routine maintenance of the intersection equipment at the enforcement approach is included in this calculation. As such it is not excluded from the operational calculation.
4. Routine maintenance of the intersection equipment will not be done during rush hour traffic. Rush hour traffic times are defined as (0600 to 0900) and (1600 to 1900).
5. The intersection equipment is defined as being a 24-hour a day, 7 day a week system.

## **PHOTO SPEED ENFORCEMENT**

### **BACKGROUND**

The Contractor's primary responsibilities will be to provide the City with equipment, ministerial services, technical support and expertise, along with other assistance and support as required to, in conjunction with the Denver Police Department, successfully operate a fully tested, functioning photo speed enforcement program.

### **Photo Speed Enforcement - General Requirements**

1. The Contractor will be responsible for Photo Speed Radar equipment and maintenance, processing of recorded images of violators, providing authorized users access to digital images of violations, creation and management of program data bases, preparation of notices and payment processing, excluding electronic payments, e.g., credit card payments, which shall be handled by the City.
2. The Contractor will provide all equipment necessary to successfully capture violations, including but not limited to required statutory "Photo Radar in Use Ahead" signs, sign stands if necessary, and distance measuring devices.
3. The Contractor shall ensure that the speed detection mechanism or system utilized has all the proper certification according to all Colorado State Statutes and Denver Revised Municipal Codes at the time of delivery and every year thereafter.
4. The camera system shall use digital media only. Film based systems are not acceptable.
5. The camera system must be able to capture and imprint specific violation information on the image at the time the violation occurs. This information must include, but is not limited to location code, location, date, time, vehicle speed, speed limit and operator name and badge.
6. The camera system will be automated as much as possible with regards to set up (focusing leveling, aperture settings, etc.), in order to minimize operator errors.
7. The system will have the capability to wirelessly and securely transfer all enforcement data from the vehicle to the server to begin processing of captured citations.
8. It is expected that the Photo Speed Enforcement System should be able to detect and capture violations utilizing the latest Radar technology available.
9. The Contractor will maintain responsibility for the installation, monitoring, and ongoing maintenance and repair of the equipment.
10. The Contractor will be responsible for processing of recorded images of violators, providing authorized users access to digital images of violations, creation and management of program data bases, preparation of notices and providing a link to the City's website for payments.

The equipment to be used is listed in the following:

### **Photo Speed Enforcement - Vehicles**

1. The Contractor will provide five (5) Ford Transit customized vehicles or other mutually agreed to vehicles, fully equipped with the required camera equipment to support a seven (7) day per week operation. In addition, a spare customized vehicle fully equipped with the required camera equipment will be provided and utilized when necessary to ensure the requirement of five vehicles is met at all time.
2. These vehicles will be climate-controlled with ample space to contain all photo enforcement equipment and the Photo Speed Radar Technician comfortably. The vehicles must be outfitted to allow for the equipment to be seated in the rear of the vehicle and the placement of a secondary camera and flash in a manner that would allow for the rear image capture of the offending vehicle during enforcement from either side of the vehicle.
3. The type of vehicle used shall have the best fuel efficiency possible for its class. In addition, it must have the ability to withstand long idling. Vans with the ability to burn flex fuels such as E- 85 or hybrid vehicles are also highly desirable.
4. The vehicles will be outfitted to allow for photo enforcement from both sides of the vehicle, passenger or driver, by adjusting the equipment contained within. These adjustments will be done by the Photo Speed Radar Technician.
5. Any vehicle used for Photo Speed Radar operations must have a rear windshield wiper and defroster capable of keeping the area around the camera clear.
6. These vehicles will include an operator seat and a worktable, if required and feasible. If provided, this worktable may be a movable one that allows for the operator to adjust the height of the table for comfort, as well as possible movement to a different position within the vehicle if photo enforcement is being done from a different side.

### **Photo Speed Enforcement – System/Equipment**

1. Mobile Speed Camera Solution, providing the core capture and enforcement technology, which includes:
  - On-board automatic Secondary Speed Verification (Dual radars)
  - Multi and Simultaneous Vehicle Detection
  - Real time lane discrimination
  - Ultra-sensitive high dynamic range camera ensuring crisp, clear imaging in low light conditions.
  - Ability to Enforce different rules/speed for different lanes
  - Ability to schedule deployments of Mobile speed devices through a BOS Field Service Module
2. An auxiliary camera controlled by the core system to enable capture of vehicle license plates in all scenarios
3. Ancillary power system, providing power for multiple deployments between charges
4. Ruggedized Operator Laptop computer
5. Illumination modules paired with both the primary and the auxiliary camera to ensure proper illumination. These will provide effective illumination when the system is deployed at night.



6. Communication
7. GPS Units for live GPS tracking
8. Other equipment as necessary to carry on the daily operations of Photo Speed Enforcement

### **Photo Speed Enforcement - Fleet Protocol**

1. When the van's odometer reaches 65,000 miles the City will notify the Contractor in order to allow the Contractor adequate time to procure a replacement vehicle and schedule any modifications and/or equipment exchanges that need to occur. When the van reaches 75,000 miles, the van will be replaced with a new van of similar design approved by the City.
  - The City & County of Denver strives to utilize gas efficient vehicles, specifically fuel efficient, E 85 Compatible vehicles.
  - The Photo Speed vehicles are classed as severe duty units by DPD Fleet and will have the oil changed every 3,000 miles, and at 24,000 miles would receive a major PM overhaul changing the transmission and differential fluids.
  - Brakes shall be changed at 15,000 miles intervals
  - Cycled replacement: Contractor agrees to refresh each vehicle one time during the term of the Agreement at the direction of the City.
  - Plating and registration of the vehicles is the responsibility of the Contractor.
2. If any repairs covered by warranty are needed, the Contractor will be responsible for getting the vehicle to the dealer for the repairs and returning it to the DPD. If any repairs caused by the constant idling of the vans are required, the Contractor will be responsible for obtaining them. Any damage caused by the City that renders the vehicle inoperable or makes the vehicle unsafe or unlawful to operate, other than constant idling of the vans, is the responsibility of the City to repair.

### **Photo Speed Enforcement - Equipment Maintenance**

#### **1. Routine Maintenance**

- Contractor and will provide preventative and scheduled maintenance in accordance with the manufacturer's recommendations per the usage parameters,
- Idle hours will be used to schedule maintenance at a Formula: Engine hours x 30 = Approximate mileage,
- The vehicles will have the oil changed every 3,000 miles, and at 24,000 miles would receive a major PM overhaul changing the transmission and differential fluids, and
- Brakes will be changed at 15,000-mile intervals. The routine maintenance schedule will be offset and built to ensure only one vehicle is being serviced at a time.

#### **2. Non-Routine Maintenance**

- Contractor will monitor and coordinate non-routine repairs with local dealerships and expedite service to reduce vehicle down time,
- Contractor will have a fully equipped spare speed vehicle that will be utilized when necessary to ensure the requirement of five vehicles is met at all time,
- When the van's odometer reaches 65,000 miles the City will notify Contractor to allow adequate time to procure a replacement vehicle and schedule any modifications and/or equipment exchanges that need to occur, and
- When the van reaches 75,000 miles, the van will be replaced with a new van of similar design approved by the City.

### **Photo Speed Enforcement - Performance Requirements**

1. To operate paperless as much as possible, the Photo Speed Radar system must have a means of entering key deployment data into a software application that allows for saving of data and transmitting electronically for processing. This system will include the ability for supervisory review and approval of all deployment data for processing. It will also include an edit trail and the ability to maintain electronically.
2. The Contractor is required to maintain spare functioning parts in the Denver metro area of sufficient quantity to get any defective Photo Speed Radar vehicle back into operation.
3. All parts needing replacement will be replaced within one (1) Business Day of notification. Notification will occur via cell phone and/or email to the on-call Field Service Technician during the hours of operations for the Denver Photo Enforcement Program (0600-2130). The Contractor will be required to assist the City in swapping the spare vehicle for the malfunctioning vehicle to minimize the impact to Photo Speed Radar deployments and the problem vehicle must be repaired and ready for service within one Business Day.
4. On the first parts failure, the part will be pulled from the vehicle and sent to the Contractor's Engineering Facility for repair. If the repaired part fails for a second time, it will be permanently removed from use in the Denver vehicles.
5. The Contractor will provide upon request a report on maintenance performed on the vehicles. This includes any maintenance performed. All serial numbers of the equipment in the vehicles will be annotated in an inventory to be done at the beginning of the contract. Any equipment removed or placed in the vehicles will be reported to the DPD including serial number, equipment name, date and reasons for install or removal in a manner determined by the DPD.
6. If there are advances in technology the Contractor will deploy the newest technology subject to cost agreement by the parties based on the actual value of such equipment upgrades-.
7. The Field Service Technician will be available via telephone standby throughout the hours of operation of the Photo Speed Radar vans.
8. The Contractor will provide on-going maintenance on the Photo Speed Radar equipment.
9. All preventative maintenance of the Photo Speed Radar equipment will be done outside the hours of operation of the Photo Speed Radar vehicles.
10. The latency time from the Primary camera to the Secondary camera should not exceed 3 seconds.
11. There must be a release mechanism to allow the primary camera to begin capturing violations again if a vehicle in violation stops before passing the photo set point to obtain the secondary photograph.

12. The illumination of the associate flash must be attached to the van without requiring cabling on the part of the operator, or the need for the operator to place any device away from the van.
13. All photo Speed Radar equipment components should be contained in the vehicle.
14. The speed detection system must be radar.
15. The equipment will be capable of detecting and capturing speeding Events across multiple lanes of traffic.
16. The Photo Speed Radar equipment shall be adjustable to allow the Photo Radar Speed Technician to move the Photo Speed Radar equipment for photo enforcement from either side of the vehicle with no loss or degradation of capture capability.
17. Sufficient Photo Speed Radar related spare parts must be kept on hand to allow for immediate repair of any equipment that goes down in order to return the Photo Speed Radar equipment to full operation within 36 hours before penalty occurs.
18. The digital Photo Speed Radar equipment must be capable of operating under all light conditions and in potentially extreme conditions including heat and cold.
19. The equipment must achieve and maintain an acceptable capture rate in variable conditions including, but not limited to, the following:
  - Adverse weather conditions, including rain and snow
  - Variable ambient lighting conditions, such as daytime/nighttime, overcast, etc.
  - Night-time deployments

## **BACK OFFICE SYSTEM:**

- **Processing System:**
  - Contactor's Back Office System will provide the City access to a single means to manage camera systems, transfer data, review Incidents, adjudicate violations, and issue citations, including pre-designed and on-demand ad-hoc reporting with sophisticated analytics.
  - The Contractor's Back Office System's secure, cloud-based design will be accessible 24x7 from multiple devices.
  - The Contractor's Back Office System will allow for processing of Incidents in accordance with the City's Business Rules.
  - The Contractor's online, secure, cloud-based system will allow the City's authorized personnel to perform processing functions from any location with internet access. No applications or complicated software needs to be installed, so no software licenses will be required to use the Back Office System and Contractor shall grant the City a non-exclusive, non-transferable license to use the Back Office System during the term of the Agreement.
  - Contractor will not make any decision on what constitutes a violation; the police or authorized City personnel determine what constitutes a violation of the traffic law.
  - In accordance with the Business Rules, the Contractor will send all captured Incidents to Denver Police for

final police review in the BOS. If the police determine that a violation occurred and issued the violation, it is printed using the City's approved notice of violation. All notices will be mailed to the registered owner's address. The City determines conditions which constitute a violation. Contractor's preliminary review of Incident data will categorize Incidents in accordance with the Business Rules and the City will be the sole authority for establishing all operational and administrative program protocols.

- During the first review stage, Incident images, video and details are analyzed to categorize the Incident data in accordance with the Business Rules. The review process includes:
  - Reviewing multiple high-resolution still images and videos
  - Categorizing Incidents in accordance with the Business Rules
  - Optimizing images by zooming, cropping, and adjusting brightness, color balance and contrast of images, when needed
  - Extracting (using OCR) or manually entering the license plate information
  - Submitting Incidents for vehicle registration owner look up
- All Incidents which meet the Business Rules will advance to Review Phase 2 of processing.
- Non-Approved Incidents – Escalated: An escalation option also exists for cases where a secondary review of an Incident may be needed before making a final determination to issue or not issue an Incident as a violation by the police.
- Non-Approved Incidents – Rejected: If sufficient evidence does not exist, the Incident will be rejected and marked with a reject reason. Rejected Incidents, from any stage, can be reviewed by a Contractor analyst. The analyst is responsible for correcting identified mistakes and providing team feedback which will lead to refresher training for the processors. Supervisors provide ongoing training to the processing team as part of our internal continuous improvement. All categorized Incidents are available for review by all authorized users at any time.
- In-state Colorado registration lookups are done via Contractor's already established relationship with IHS Markit (formally R.L. Polk & Co.). Contractor will also use the National Law Enforcement Telecommunication System (NLETS) for out of state registrations.
- Review Phase 1 will be queued for a license plate look up before proceeding onto Review Phase 2.
- In Review Phase 2, if required, a trained Contractor specialist will complete the following steps:
  - Validate that the vehicle registration information matches the photographic evidence
  - Perform a quality assurance check to ensure that Review Phase 1 was accurate
  - Escalate and resolve issues of non-matching vehicle registration information or other business rules conflicts
- The process is fully automated between Review Phases 1 and 2 and eliminates physical data entry processes. This final review and confirmation ensure the initial review adhered to the City's approved guidelines.
- Once the Incident passes through Review Phase 2, it is forwarded to the police for final review and authorization.

- If sufficient evidence does not exist during this multi-step process, the Incident will be rejected and marked with a reject reason. Rejected Incidents, from any stage, can be reviewed by a Contractor Supervisor. The Supervisor is responsible for correcting identified mistakes and providing team feedback which will lead to ongoing training for the processors as part of our internal continuous improvements. All categorized Incidents are available for review by all authorized users at any time.
- Contractor's Back Office System will electronically store and make available all still images, digital video files, and associated Incident and registered owner data for police review. Access to this module is completely secure, using robust user management and internet security protocols. The approval tool is a web-based application that can be accessed using any computer or mobile device with internet capability and does not require additional software to be installed. Once an officer is logged into the application, they can see all violations waiting for review.
- Contractor's processing system makes it easy for law enforcement personnel to review potential violations. Upon login to the application, authorized users will have an easy-to-use queue to view all pending Incidents. Incidents are sorted by date (oldest date first) and have obtained accurate registered owner information and vehicle details. By the time Incidents arrive in this queue, they have already completed a preliminary review and met the specific screening guidelines and Business Rules developed specifically by the City in coordination with the Contractor.

- **Functionality:**

- The Back Office System shall be an omni-channel browser-based application that can be accessed using any common web browser (e.g., Chrome, Firefox, Safari, Edge), and operated on various device types (e.g., PCs/laptops, phones, tablets).
- Captured video will be in MP4 format, which can be run by any modern media player, including Real Player, Windows Media Player, QuickTime, VLC, etc. and the Back Office System will provide an imbedded media player for video playback.
- The Back Office System is a browser-based solution, that will work on any modern web browser running on all modern operating systems; specifically, Windows, Android, iOS, and Linux.
- The Back Office System shall leverage the cloud computing capabilities of the AWS GovCloud (US) for both performance and failover, achieving uptimes of 99.9% or better and shall be available for processing 24/7, except for routine maintenance or upgrades.
- The Back Office System will have a disaster recovery with the ability to run simultaneously in multiple geographic nodes within discrete AWS availability zones, providing provides instantaneous failover with little to no impact on business processing in the event of a technology-related issue.
- The camera system encrypts all Incident information, images, and video and each Incident file is a single self-contained file that is a package containing all the images, video, and meta-data related to a vehicle Incident (e.g., a speeding offense).
- In the packaging process will be performed by the camera system software, Incident files will be digitally signed and encrypted using AES.

- The encryption will guarantee privacy and the digital signature will guarantee integrity. Both the encryption and the signing ensure that: 1) the file will not be able to be viewed without the decryption key and 2) any file modifications will be detected.
- When encryption is enabled, the system will apply SHA-2 to the whole file.
- The results of the algorithm(s) will be signed using digital certificate technology and the results are appended to the file.
- The encryption key is kept on the camera and its decryption pair is stored at the Back Office System Importer point.
- On the camera, the enforcement file is encrypted using a randomly generated session key using algorithms. The session key is then encrypted with the encryption key on the camera.
- The decryption key is kept at the viewing/import ends. It is used to decrypt the session key which is then used to decrypt the Incident file using the algorithm used by the camera.
- The Incident will then be securely transferred via a VPN tunnel where the data is then hosted by AWS GovCloud (US), widely recognized as being one of the most safe, secure, and compliant data and software hosting environments in the world.
- The Contractor's Back-Office System automatically generates electronic audit trails to establish the chain of custody and provides encryption and decryption for images and related data.

#### **Back Office Administration:**

- **Office Equipment:**

- Upon contract execution, Contractor will begin the procurement process for Office Computer equipment as mutually agreed to with the City based on the following minimum requirements in the table below:

<b>Equipment</b>	<b>Minimum Requirements</b>	<b>Current Model</b>	<b>Quantity</b>
Printer/Copier/Fax	<ul style="list-style-type: none"> <li>✓ Full Color Copy</li> <li>✓ Copy Speed - 45 ppm Color; 45 ppm B/W</li> <li>✓ Scan Productivity – 78 opm Color B/W (simplex scanning)</li> <li>✓ Output Size – letter, legal, 11” x 17”</li> <li>✓ Paper Capacity – 500 – 1,500 sheets</li> <li>✓ Bypass Tray</li> <li>✓ Full Color Scanning (TIFF, JPEG, PDF, Compact PDF, XPS, Compact XPS)</li> <li>✓ Internet Fax Functionality (Full-Mode Connection)</li> </ul>	Konica Minolta BIZHUB C452	1

Printer	<ul style="list-style-type: none"> <li>✓ Monochrome laser printer, network capable</li> <li>✓ Print Speed – 28 ppm</li> <li>✓ Print resolution – 600 x 600 dpi</li> <li>✓ Media type supported – Standard laser printer paper, card stock, labels, envelopes</li> <li>✓ Std Input Drawer – minimum capacity 250 sheets</li> <li>✓ Automatic duplex printing</li> </ul>	Dell 1720dn	1
Document Scanner	<ul style="list-style-type: none"> <li>✓ Color scanning capable</li> <li>✓ Input Doc Size – Letter and Legal</li> <li>✓ Speed – 25 ppm minimum</li> <li>✓ Feeder capacity – 50 sheets minimum</li> </ul>	Kodak i40	2
Workstation PC	<ul style="list-style-type: none"> <li>✓ Reference Denver Technology Services' Platform Technical Standards (Apr 9, 2015 version)</li> <li>✓ Five (5) workstations must be capable of dual-monitors</li> <li>✓ Total of fourteen (14), 19" monitors</li> <li>✓ LAN capable</li> </ul>		9
Standard Laptop	<ul style="list-style-type: none"> <li>✓ Reference Denver Technology Services' Platform Technical Standards (Apr 9, 2015 version)</li> </ul>		2
Flat Screen TV	<ul style="list-style-type: none"> <li>✓ 32" screen</li> <li>✓ 1080P 60Hz minimum</li> <li>✓ LED or HDTV</li> </ul>		2
Hand Held Scanner w/Stand	<ul style="list-style-type: none"> <li>✓ General purpose, 1D barcode scanner</li> <li>✓ Compatible with all operating systems</li> <li>✓ USB Series A cable for PC</li> </ul>	Symbol Technologies LS2208	6
Telephone Headset	<ul style="list-style-type: none"> <li>✓ Wireless</li> <li>✓ Work Style - Office Worker</li> <li>✓ Over-the-Ear Standard</li> </ul>	Plantronics	3
Hand Held Vacuum	<ul style="list-style-type: none"> <li>✓ Cordless</li> <li>✓ 7.2 Volt (minimum)</li> </ul>		1

- All of the equipment procured by Contractor on behalf of City shall upon delivery become the sole property and responsibility of the City. Contractor shall have no responsibility of ensuring the equipment satisfies the City's privacy and security requirements, however Contractor will provide guidance to the City on how best to make sure the computer equipment being procured is compatible with the Contractor's web-based Back Office System.
- Contractor's project team will coordinate with the City to determine adequate space, power, IT services, and transition plan with current vendor are clearly road mapped.
- The transition of equipment will be a sub project to the overall implementation schedule as mutually determined by the program Implementation teams.

- The estimated time from contract execution to operational program will be approximately 120 – 150 calendar days. The exact timeline to deliver will have many dependencies with City's and Contractor's support teams to execute with efficiency and alignment for a successful quality program delivery.

- **Printing and Mailing:**

- Upon "acceptance" of a violation, the system will automatically queue the information and violation images for violation generation, printing, and mailing.
- Police-issued violations will be mailed by first class mail and Contractor will bear the cost of postage. Each violation will be printed on high quality, perforated paper allowing for ease of response by violators.
- Contractor will take the approach of delivering processed Events to the police for their review by the 50% mark of the entire Event expiration window. If the Event expires at Day 15, Contractor agrees to deliver the Event to the police for review by Day 7. This will allow for the entire second half of the expiration window for the police review, print, and mailing parts of the process to be completed.
- The City's police officers will need to review and approve violations by noon of the previous day to ensure notices are printed and mailed the next Business Day. The City and Contractor shall establish appropriate review times within the Business Rules.

- **Violator Access to Violations:**

- Contractor will provide **Photonotice.com** its publicly accessible, secure website that is available 24/7. The site will give violators the ability to view their violations with details like time, date, location, images, and video. This site can include a unique FAQ link that can assist visitors with obtaining additional information on the program. Contractor will also provide a link to the City's website for making payments and obtaining additional information about the Program and can include a link to the Denver Court website, if needed.

- **Rejection Codes:**

- Escalated Incidents will move into a separate queue for an additional reviewer to assess the Incident images, video, and data prior to making a final decision. This queue is sorted based on Incident date so the earliest Incidents will be reviewed first, providing officers Incidents before being automatically rejected as "too old." When rejecting an Incident, the City will have access to select a reject code, which can be configured based on the City's specific needs, to provide more information for future reporting and possible personnel training.
- While rejected Incidents will not proceed with a next step in the workflow, they will remain available for access and reporting within the BOS. The duration available will be tied to the business rules identified by City. Incidents meeting all violation criteria and approved by an officer will automatically be sent to the queue to be printed and mailed.
- Authorized police personnel can also include the reason an Event is rejected. The reviewing officer can select one of the provided reasons (configurable) for rejection from a pull-down menu. When an Event image is rejected, that image is removed from the Back Office System Platform and archived. Each action is stamped with the user, date, and reason for the action. Once archived, the City and Police can still request to access the images.



- **Users of the Back Office System:**

- The Back Office System can provide accessibility to numerous users assigned role-specific login credentials.
- The Contractor will work with the City to help ensure that the list of its Back Office System users is complete, accurate and City-approved.
- The Back-Office System allows multiple users to simultaneously view a single citation. It also includes a security and audit function to enable the tracking of data entry and amending of Incidents by user.
- The Back Office System will also provide the ability to track the history of specific violations to show the violation's payment (under "financial history" if payments are separately entered into the Back Office System by the City) and hearing status (if the City uses the court module functionality of the Back Office System); digitally imaged correspondence; queue history, which tracks the Incident and the dates of each processing step completed for the violation; and customer-related notes.

- **Registered Owner and Vehicle Information:**

- After the initial unsuccessful attempt to retrieve Motor Vehicle information, there will be one additional attempt to retrieve this information. If also unsuccessful on the second attempt, the Incident is rejected.
- The Back Office System will allow the police user to change the vehicle, registered owner and driver information for an Incident by allowing the authorized police users to override the information in all registered owner and driver data entry fields. Additionally, each change is tracked in the notes of the case for full audit and accountability purposes.

- **Personal Service by Process Server or Personal Service by Certified Mail:**

- The Back Office System can be set up with an approval queue in which an authorized City user can review those NOV's that did not receive a response. For example, on the 45<sup>th</sup> day from the violation date the NOV will be placed in the Penalty Assessment Review queue for police review. Using a drop down feature the reviewer can select either a Personal Service or Service by Mail approval or select to reject the PAN using one of the current twelve approved reject reasons provided by the City. When a Personal Service or Service by Mail PAN is approved the appropriate personal service fee will be added to the PAN. If needed the approver can update the information like driver, address, or vehicle information within this same queue. Upon approval method the PAN will move into either a queue for Personal Service or Service by Mail. The Personal Service PAN's may be queued up, printed in the local office, and delivered to an approved process service company or directly to the DPD if the City prefers. For Service by Certified Mail the PAN will move into a print queue where it will be printed next Business Day by our print vendor CSG and mailed by certified mail. Under this process the city will have its own Mailer ID with intelligent mail barcode which will allow the tracking and reconciliation of all certified mailings.

- **Payment Processing:**

- The City may elect a Tier 2 or Tier 3 from the payment processing channels. If the City elects Tier 3 the City will establish a bank account at U.S. Bank in their name and delegate authority to Contractor to initiate funds transfers via ACH to another City account on a frequency documented in the Business Rules. Contractor will maintain the lockbox with our channel partner maintain Photonotice.com, facilitate

electronic payment processing, track citizen citations payments and reconcile the Denver pooling account established at U.S. Bank. If the City elects Tier 2 the City shall provide required banking documents to allow for deposits into the City's designated financial institution.

- Photonnotice.com will be the publicly accessible, secure website available to the public 24/7 photonnotice.com shall give violators the ability to view their violations, review the details of their violation, like date/time, related images, and video.
- Photonnotice.com may addresses citizens' concerns by providing answers to frequently asked questions about red-light and speed photo enforcement. Contractor will work with the City to keep these FAQs up to date.
- Photonnotice.com will include a "pay now" option redirecting the violator to the City's electronic payment merchant where payments can be made. The City and its merchant shall be responsible for all payments requiring the handling and storage of PCI and because of this Appendix 2 to the Agreement shall not apply to the Contractor.

- **Training:**

- The Contractor shall adequately train, as determined by the Denver Police Department in the use of and access to the Incidents and violation processing system. This training will be provided within 15 days after the camera systems are operational and capturing Incidents.
- The Contractor shall adequately train, as determined by the Denver County Court in the use of and access to the court application of the Contractor's processing system. This training will be provided within 30 days after the camera systems are operational and capturing Incidents.
- The Contractor shall provide additional adequate training, as determined by each agency, throughout the term on the applicable area of the Contractor system as requested by the City for new personnel.
- Course materials and syllabus will be provided to the City seven (7) days in advance of any training, which materials shall have been reviewed by and pre-approved by the City. Course materials shall become the property of the City.
- If there are changes or modifications to the Contractor System, the Contractor shall provide additional adequate training, as determined by the applicable City Agency, to the personnel designated by the affected City agency.
- All training will be provided at a location designated by the City, which may include City offices or the Contractor's Denver office.

EXHIBIT B

Request for Proposal No. 11065

SECTION C: PRICING

C.1 PRICING INFORMATION:

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section B as well as any other items pertinent to your proposal pricing. The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal. The City will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The City reserves the right to purchase part or the entire proposal.

C.2 PRICING INSTRUCTIONS:

Pricing shall be in the format contained of this Proposal. Do not include cost or price figures anywhere except in the cost and pricing section.

The City requires pricing for the leasing of all equipment; however, suppliers may also provide pricing for the City to own the equipment as an optional item.

C.3 PRICING:

All prices quoted shall be firm and fixed for the specified contract period.

C.4 PROPOSAL ITEMS:

PROPOSAL PRICING ITEM #1A:

CITY OWNS ALL EQUIPMENT (OPTIONAL)

Installation of an automated Photo Red Light System, to include all labor, required permits, hardware and software items necessary, ground loops (if applicable), still and video camera equipment, computer technology and other related components, with one monitored approach per intersection, utilizing digital photographic technology in a system that records in two separate and distinct mediums, digital still and digital video, in accordance with the requirements stated in Section B of this RFP, attachments to the RFP and all subsequent addenda.

As a baseline for possible future expansion, the following current pricing is requested. Turn lanes shall be considered in the same category as standard lanes. In addition to the lump sum pricing requested, please also provide a detailed itemized and priced list that identifies all components of your total price.

- Three (3) lane intersection: \$ 228,650 /each
- Four (4) lane intersection: \$ 241,455 /each
- Five (5) lane intersection: \$ 241,455 /each

- Six (6) lane intersection: \$ \_\_\_\_\_ \$241,455 \_\_\_\_\_/each

### PROPOSAL PRICING ITEM #1B:

#### CITY LEASES ALL EQUIPMENT (REQUIRED)

Provide all equipment and installation of an automated Photo Red Light System, to include all labor, required permits, hardware and software items necessary, ground loops (if applicable), still and video camera equipment, computer technology and other related components, with one monitored approach per intersection, utilizing digital photographic technology in a system that records in two separate and distinct mediums, digital still and digital video, in accordance with the requirements stated in Section B of this RFP, attachments to the RFP and all subsequent addenda.

As a baseline for possible future expansion, the following current pricing is requested. Turn lanes shall be considered in the same category as standard lanes. In addition to the lump sum pricing requested, please also provide a detailed itemized and priced list that identifies all components of your total price.

- Three (3) lane intersection: \$ \_\_\_\_\_ \$3,875 \_\_\_\_\_/each /month
- Four (4) lane intersection: \$ \_\_\_\_\_ \$4,092 \_\_\_\_\_/each/month
- Five (5) lane intersection: \$ \_\_\_\_\_ \$4,092 \_\_\_\_\_/each/month
- Six (6) lane intersection: \$ \_\_\_\_\_ \$4,092 \_\_\_\_\_/each/month

### PROPOSAL PRICING ITEM #2A:

#### CITY OWNS ALL EQUIPMENT (OPTIONAL)

Pricing on a monthly basis for operation of a full service program **on the four (4) existing intersections (City owns all equipment)**, to include comprehensive maintenance and repair as required of all equipment, including but not limited to cameras, ground loops, software and computer components. Also included in the monthly fee shall be development and processing of all violation notices and citations, including necessary mailings, accounting, accounts receivable and cash handling components as well as the tracking of delinquent accounts, preparation of required reports, both hardcopy and computerized, web based access of violation data for designated Police and Court personnel and required ongoing training.

1. West 8th Ave and Speer Blvd Southbound - Enforcing Westbound 8th Ave at Speer Blvd Northbound – Approximate Volume = 23,000 vehicles per day
2. East Sixth Ave and Lincoln St - Enforcing Eastbound on East Sixth Ave at Lincoln St – Approximate Volume = 30,000 vehicles per day
3. East Sixth Ave and Kalamath St - Enforcing Eastbound on East Sixth Ave at Kalamath St.– Approximate Volume = 34,000 vehicles per day
4. Quebec Ave and East 36th Ave - Enforcing Northbound on Quebec Ave at 36th Ave. Approximate Volume = 25,500 vehicles per day

COST PER MONTH TO BE BILLED TO THE CITY (EXISTING 4 INTERSECTIONS):

\$ \_\_\_\_\_ \$12,856 \_\_\_\_\_

**PROPOSAL PRICING ITEM #2B:****CITY LEASES ALL EQUIPMENT (REQUIRED)**

Pricing on a monthly basis for operation of a full service program **on the four (4) existing intersections (City leases all equipment)**, to include comprehensive maintenance and repair as required of all equipment, including but not limited to cameras, ground loops, software and computer components. Also included in the monthly fee shall be development and processing of all violation notices and citations, including necessary mailings, accounting, accounts receivable and cash handling components as well as the tracking of delinquent accounts, preparation of required reports, both hardcopy and computerized, web based access of violation data for designated Police and Court personnel and required ongoing training.

1. West 8th Ave and Speer Blvd Southbound - Enforcing Westbound 8th Ave at Speer Blvd Northbound – Approximate Volume = 23,000 vehicles per day
2. East Sixth Ave and Lincoln St - Enforcing Eastbound on East Sixth Ave at Lincoln St – Approximate Volume = 30,000 vehicles per day
3. East Sixth Ave and Kalamath St - Enforcing Eastbound on East Sixth Ave at Kalamath St.– Approximate Volume = 34,000 vehicles per day
4. Quebec Ave and East 36th Ave - Enforcing Northbound on Quebec Ave at 36th Ave. Approximate Volume = 25,500 vehicles per day

COST PER MONTH TO BE BILLED TO THE CITY (EXISTING 4 INTERSECTIONS):

\$                     \$12,856                    

**PROPOSAL PRICING ITEM #3A:****CITY OWNS ALL EQUIPMENT (OPTIONAL)**

Incremental increase per month to Pricing Item #2 for each intersection that is added to the Photo Red Light Program after the initial four intersection program. **The first month of operation on each new intersection added shall be the required “designated warning period”, and no charges shall apply.**

COST PER MONTH PER ADDITIONAL INTERSECTION (up to 22,999 vehicles/day) TO BE BILLED TO THE CITY: \$                     \$12,856                    

COST PER MONTH PER ADDITIONAL INTERSECTION (30,000+ vehicles/day) TO BE BILLED TO THE CITY: \$                     \$15,427                    

**PROPOSAL PRICING ITEM #3B:****CITY LEASES ALL EQUIPMENT (REQUIRED)**

Incremental increase per month to Pricing Item #2 for each intersection that is added to the Photo Red Light Program after the initial four intersection program. **The first month of operation on each new intersection added shall be the required “designated warning period”, and no charges shall apply.**

COST PER MONTH PER ADDITIONAL INTERSECTION (up to 22,999 vehicles/day) TO BE BILLED TO THE CITY: \$                     \$12,856

COST PER MONTH PER ADDITIONAL INTERSECTION (30,000+ vehicles/day) TO BE BILLED TO THE CITY: \$           \$15,427          

**PROPOSAL PRICING ITEM #4:  
CITY LEASES OR OWNS ALL EQUIPMENT (REQUIRED)**

Total cost to shift enforcement and equipment from one monitored approach **within an intersection** to another approach, to include all labor and required permits, hardware and software items necessary, ground loops (if applicable), moving of existing still and video camera equipment, computer technology and other related components, to utilize digital photographic technology in a system that records in two separate and distinct mediums, digital still and digital video, in accordance with the requirements stated in Section B of this RFP, attachments to the RFP and all subsequent addenda. Turn lanes shall be considered in the same category as standard lanes.

- Three (3) lane intersection: \$           \$134,726          /each
- Four (4) lane intersection: \$           \$134,726          /each
- Five (5) lane intersection: \$           \$134,726          /each
- Six (6) lane intersection: \$           \$134,726          /each

**PROPOSAL PRICING ITEM #5A:  
CITY OWNS ALL EQUIPMENT (OPTIONAL)**

Total cost to shift enforcement and equipment from **one decommissioned intersection to a new intersection**, to include all labor and required permits, hardware and software items necessary, ground loops (if applicable), moving of existing still and video camera equipment, computer technology and other related components, with one monitored approach per intersection, to utilize digital photographic technology in a system that records in two separate and distinct mediums, digital still and digital video, in accordance with the requirements stated in Section B of this RFP, attachments to the RFP and all subsequent addenda. Turn lanes shall be considered in the same category as standard lanes.

- Three (3) lane intersection: \$           \$134,726          /each
- Four (4) lane intersection: \$           \$134,726          /each
- Five (5) lane intersection: \$           \$134,726          /each
- Six (6) lane intersection: \$           \$134,726          /each

**PROPOSAL PRICING ITEM #5B:**

**CITY LEASES ALL EQUIPMENT (REQUIRED)**

Total cost to shift enforcement and equipment from **one decommissioned intersection to a new intersection**, to include all labor and required permits, hardware and software items necessary, ground loops (if applicable), moving of existing still and video camera equipment, computer technology and other related components, with one monitored approach per intersection, to utilize digital photographic technology in a system that records in two separate and distinct mediums, digital still and digital video, in accordance with the requirements stated in Section B of this RFP, attachments to the RFP and all subsequent addenda. Turn lanes shall be considered in the same category as standard lanes.

- Three (3) lane intersection: \$ \_\_\_\_\_ \$134,726 \_\_\_\_\_/each/month
- Four (4) lane intersection: \$ \_\_\_\_\_ \$134,726 \_\_\_\_\_/each/month
- Five (5) lane intersection: \$ \_\_\_\_\_ \$134,726 \_\_\_\_\_/each/month
- Six (6) lane intersection: \$ \_\_\_\_\_ \$134,726 \_\_\_\_\_/each/month

**PROPOSAL PRICING ITEM #6:  
(Photo Radar) (REQUIRED)**

Monthly fee to provide the City with all specified equipment, ministerial services, technical support and expertise, along with other assistance and support as required to, in conjunction with the Denver Police Department, successfully implement a fully tested, functioning photo enforcement program. The contractor will provide five (5) customized vans, fully equipped with the required camera equipment. The Contractor will be responsible for photo radar equipment and maintenance, retrieval of film, processing of recorded images of violators, providing authorized users access to digitized images of violations, creation and management of program data bases, preparation of notices and payment processing. Support services to be provided by the Contractor include: data entry, document storage, lockbox processing, registered name and address acquisition, support of DPD Program review and oversight functions, support and assistance to the City with respect to preparation and transmittal of Notice of Violation, Courtesy Reminder Letters and Failure to Respond Letters, support and assistance to the City with respect to preparation, transmittal, review, issuance and service of Summons and Complaints, reporting program performance statistics, correspondence processing and operational management of those functions. Also included in this monthly fee are maintenance of all required records archives, all required annual training classes, all required computer or computer related equipment, the support of two (2) field service technicians.

**Charge per Calendar Month to the City & County of Denver (ALL 5 VEHICLES) =**  
\$ \_\_\_\_\_ \$77,996 \_\_\_\_\_

**(7 Days per Week as specified – Monday through Sunday 6:00AM until 9:30PM) (Mountain)**

**Year, Make & Model of Vans to be provided** \_\_\_\_\_ 2022 Ford Transit \_\_\_\_\_

All pricing above excludes any personal service fees, such as the minimum personal service fee of \$29.00 and \$12.00 for service by certified mail.

## EXHIBIT C



## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> (800) 363-0105 <b>E-MAIL ADDRESS:</b> <table border="1"> <tr> <th data-bbox="803 472 1388 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 472 1520 514">NAIC #</th> </tr> <tr> <td data-bbox="803 514 1388 546"><b>INSURER A:</b> Travelers Property Cas Co of America</td> <td data-bbox="1388 514 1520 546">25674</td> </tr> <tr> <td data-bbox="803 546 1388 577"><b>INSURER B:</b> The Charter Oak Fire Insurance Company</td> <td data-bbox="1388 546 1520 577">25615</td> </tr> <tr> <td data-bbox="803 577 1388 609"><b>INSURER C:</b> The Standard Fire Ins Co</td> <td data-bbox="1388 577 1520 609">19070</td> </tr> <tr> <td data-bbox="803 609 1388 640"><b>INSURER D:</b> Indian Harbor Insurance Company</td> <td data-bbox="1388 609 1520 640">36940</td> </tr> <tr> <td data-bbox="803 640 1388 672"><b>INSURER E:</b></td> <td data-bbox="1388 640 1520 672"></td> </tr> <tr> <td data-bbox="803 672 1388 686"><b>INSURER F:</b></td> <td data-bbox="1388 672 1520 686"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Travelers Property Cas Co of America	25674	<b>INSURER B:</b> The Charter Oak Fire Insurance Company	25615	<b>INSURER C:</b> The Standard Fire Ins Co	19070	<b>INSURER D:</b> Indian Harbor Insurance Company	36940	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> Verra Mobility Corporation 1150 N Alma School Rd Mesa AZ 85201-3000 USA															

## COVERAGES

CERTIFICATE NUMBER: 570091775013

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			6309K456809	07/01/2021	07/01/2022	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
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PRODUCTS - COMP/OP AGG	\$2,000,000																		
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-1N66741A-21-I3-G	07/01/2021	07/01/2022	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
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BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			CUP0L21652821I3	07/01/2021	07/01/2022	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$5,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$5,000,000</td></tr> </table>	EACH OCCURRENCE	\$5,000,000	AGGREGATE	\$5,000,000								
EACH OCCURRENCE	\$5,000,000																		
AGGREGATE	\$5,000,000																		
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB9K55644021I3G	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER <table border="1"> <tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr> </table>	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000						
E.L. EACH ACCIDENT	\$1,000,000																		
E.L. DISEASE-EA EMPLOYEE	\$1,000,000																		
E.L. DISEASE-POLICY LIMIT	\$1,000,000																		
D	Cyber Liability			MTP903976202 Claims Made SIR applies per policy terms & conditions	10/17/2021	10/17/2022	<table border="1"> <tr><td>Each Claim Aggregate</td><td>\$2,000,000</td></tr> <tr><td>SIR</td><td>\$1,000,000</td></tr> </table>	Each Claim Aggregate	\$2,000,000	SIR	\$1,000,000								
Each Claim Aggregate	\$2,000,000																		
SIR	\$1,000,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Automated Photo Red Light - Photo Radar Traffic System Management Program Agreement. Contract Number: POLIC-202261957. . City and County of Denver, Department of Safety are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of City and County of Denver, Department of Safety in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

## CERTIFICATE HOLDER

## CANCELLATION

City and County of Denver Department of Safety 1331 Cherokee St. Denver CO 80204 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
---	--

Holder Identifier :

Certificate No : 570091775013





LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Verra Mobility Corporation	
POLICY NUMBER See Certificate Number: 570091775013			
CARRIER See Certificate Number: 570091775013	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
D	E&O-PL-Primary			MTP903976202 Prof Liab - Claims Made SIR applies per policy terms & conditions	10/17/2021	10/17/2022	Aggregate	\$2,000,000
							SIR	\$1,000,000

**EXHIBIT D**  
**FORM OF NOTICE TO PROCEED**

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility") and the City and County of Denver ("Customer"), dated as of \_\_\_\_\_ [insert date] \_\_\_\_\_ (the "Agreement"). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Customer hereby designates this implementation of Systems at the Approaches listed below. Verra Mobility shall make its best efforts to install a System within sixty (60) days of permits being granted and power delivered for each agreed-upon Approach, providing that Customer has received permission for all implementations in writing from any third-party sources.

Below is a list of Approaches provided by Customer, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a System would increase public safety.

Execution of this Notice to Proceed by Customer shall serve as authorization for the installation of Systems for all Approaches designated as follows:

Approach (Direction & Street)	Type Enforcement of	Camera System Solution
E. 6 <sup>th</sup> Avenue & Kalamath Street, E/B Traffic	Photo Red-Light	Halo purpose-built enforcement system
E. 6 <sup>th</sup> Avenue & Lincoln Street, E/B Traffic	Photo Red-Light	Halo purpose-built enforcement system
W. 8 <sup>th</sup> Avenue & Speer Blvd., W/B Traffic	Photo Red-Light	Halo purpose-built enforcement system
Quebec Avenue & E. 36 <sup>th</sup> Avenue, N/B Traffic	Photo Red-Light	Halo purpose-built enforcement system

Customer understands that implementation and installation of any Approach is subject to Site Selection Analysis and engineering results.

Customer recognizes the substantial upfront costs Verra Mobility will incur to construct and install the Systems for the above listed Approaches. Customer agrees that the Systems authorized by this Notice to Proceed for the above-listed Approaches shall remain installed and operational for the duration of the current term of the Agreement. Verra Mobility reserves the right to bill Customer for any upfront costs associated with the Approaches listed above in the event Customer elects to cancel or suspend the installation.

IN WITNESS WHEREOF, Customer has executed this Notice to Proceed as of the date written below.  
 3/25/2022

[CUSTOMER]

By: \_\_\_\_\_  
 Name: \_\_\_\_\_ Date \_\_\_\_\_  
 Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED TO BY:**

AMERICAN TRAFFIC SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT E**  
**DMV SERVICES SUBSCRIBER AUTHORIZATION**

Agency ORI: CODPD0000

March 3, 2022

Nlets  
 1918 W. Whispering Wind Dr.  
 Phoenix, AZ 85085

**Attn:** Frank L. Minice, Executive Director/CEO

**Re:** Authorization for American Traffic Solutions, Inc. to Perform MVD/DMV Inquiry


Dear Mr. Minice:

The Denver Police Department authorizes the City and County of Denver to use the Denver Police Department ORI CODPD0000 for the limited purpose of obtaining vehicle registration through Nlets. This letter acknowledges that a contract to perform automated enforcement between the City and County of Denver and American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), is in force. As a requirement of and in performance of that contract between the City and County of Denver and Verra Mobility, it will be necessary for Verra Mobility to access Nlets for motor vehicle data on our agency's behalf.

Please accept this letter as authorization from the Denver Police Department for Verra Mobility to run motor vehicle inquiries for this purpose. This authorization will automatically expire upon the termination of the contract between the City and County of Denver and Verra Mobility; and, such authorization is limited to violations detected by the automated enforcement camera systems.

By completing the information below and signing this letter, I am stating that I am a member of and have the authority to extend this authorization on behalf of the Denver Police Department.

**SUBSCRIBER INFORMATION**

<b>Subscriber Agency/Name</b>	Denver Police Department		
<b>Agency ORI</b>	CODPD0000		
<b>Name/Title of Authorized Representative</b>	BARB ARCHER DEPUTY CHIEF OF POLICE		
<b>Mailing Address</b>	1331 Cherokee Street Denver, CO 80204		
<b>Telephone</b>	720-913-6348	<b>Fax</b>	720-913-7022
<b>Email</b>	Ann.delnigro@denvergov.org		
 <b>Signature of Authorized Representative</b>			
<b>Date Signed</b> 3-3-22			

**EXHIBIT F**  
**RETENTION SCHEDULE**

<b>Type of Record</b>	<b>Minimum Verra Mobility Retention Period</b>
Violation Images* (including video clips and related metadata)	3 years from Event capture date
Non-Violation Images (including video clips and related metadata)**	90 days from Event capture date
Individually Identifiable Violation Records*	3 years from Event capture date
Individually Identifiable Non-Violation Records**	90 days from Event capture date
Audio recording from contact center	90 days from call
Written correspondence with citizens regarding Violations	1 year from date of correspondence
Camera System Calibration/Certification Records	3 years from termination of the Agreement
Maintenance Records	3 years from termination of the Agreement
Other Program Records	3 years from termination of the Agreement

\* Violation Image: an image of a Violation issued as a Citation.

Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Citation.

\*\* Non-Violation Image: an image of an Event not issued as a Citation.

Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to an Event not issued as a Citation.

**This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into BOS. For the avoidance of doubt, this records retention schedule does not apply to any records related to any Pilot Data.**