

**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 **XEROX STATE & LOCAL SOLUTIONS, INC.**, a New York corporation, registered to do business in Colorado, with an address of P.O. BOX 201322, Dallas, TX 753230 (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 PSEP, PSEP 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.

Availability Level: The term “Availability Level” shall mean that percentage which is

determined by dividing the total PSEP Operational Use Time for each month or portion of a month of Operation by the total PSEP Operational Use Time for that same period plus the total PSEP Failure Downtime. This figure shall be multiplied by 100 to determine the percentage Availability Level.

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 PSEP Hardware and PSEP 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 PSEP 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 PSEP: As used herein, the term “Program” or “PSEP” shall mean the 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 Photo Speed Enforcement Program in accordance with the Manual, 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.

PSEP Failure Downtime: The term “PSEP Failure Downtime” shall mean that amount of time, during Principal Hours, when the PSEP is not available for Use or Operation. Downtime shall be measured in hours and whole minutes.

Recovery from Catastrophic Failure: The term “Recovery from Catastrophic Failure” shall mean those corrective efforts undertaken at the computer site as a direct result of natural disaster, fire, flood or other catastrophic event which causes either disruption of the PSEP 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 PSEP 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 upgrades to the Initial Approaches and delivery of Additional Approaches is described in the **Pricing Matrix, Appendix 3**. 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. 8th Avenue & Speer Boulevard – West Bound
2. 6th Avenue & Lincoln Street – East Bound
3. 6th Avenue & Kalamath Street – East Bound
4. 36th Avenue & Quebec Street – North Bound

B. Software Licenses.

1. Licensed Contractor Proprietary Software. The Contractor hereby grants to the City a royalty free software license for the use of any of Contractor’s proprietary 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. 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 receipted, deposited, and accounted for by the Contractor as further outlined in the Business Rules and pursuant to GAAP. In the event the City accepts payment for a violation, the City shall turn the payment over to the Contractor and Contractor shall accept same and process consistent with Contractor's responsibilities. For avoidance of doubt, it is the intent of the parties that all payments are made to and processed by the Contractor.

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 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 directly from State Motor Vehicle databases. Data sources where information is more than sixty (60) days old shall not be utilized.

15. An Internet Payment Portal provided by the Contractor on behalf of the City and linked the City's website (www.denvergov.org) shall provide the ability for the public to obtain general information on the program, view violation evidence and pay program violations and citations online. The web page shall "mirror" the City's web design, which can be viewed at denvergov.org. 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 the Internet Payment Portal ready to "go live" within 60 days of the Effective Date.

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 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 A** and the **Pricing Matrix, Appendix 3**.

B. Reimbursable Expenses: Except as provided in Appendix 3 there are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the rates in Exhibit A, and Appendix 3.

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 **SIX MILLION SIX HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED AND SIXTY-ONE DOLLARS (\$6,629,961.00)** (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 by Contractor pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof. 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. The Contractor shall provide at least thirty days prior written notice to Colorado in the event of insurance cancellation or nonrenewal. 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 shall provide a copy of the negotiated insurance requirements to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. 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 and Business Auto Liability, both Contractor’s and subcontractor’s insurer shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. Such additional insured requirement may be met through a blanket additional insured basis.

4. **Waiver of Subrogation:** For the commercial general liability all-coverages-required under this Agreement, Contractor’s insurer shall waive subrogation rights against the City, which may be met through a blanket waiver basis.

5. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall

procure and maintain the same coverages required of the Contractor. Contractor shall require that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance from all such subcontractors and subconsultants upon request by the City. Subcontractor shall require its insurer(s) to include the City and County of Denver, its elected and appointed officials, employees and volunteers and Contractor as additional insured.

6. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by Colorado statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per accident for each bodily injury claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

7. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 combined single limits for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy general aggregate.

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

9. Additional Provisions:

- a. For Commercial General Liability, the policy must provide the following:
 - i. Contractual liability;
 - ii. Defense costs are inside the limits of liability;
 - iii. A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - iv. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

- b. For claims-made coverage:
 - i. The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

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 *Exhibit C*. 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 16 approaches, Contractor shall provide at a minimum one (1) Field Service Technician dedicated full time to the Program.

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 repair or correct the failure or replace the inoperable Equipment with a fully operational replacement within eight hours as outlined in *Exhibit A*, including weekend days and holidays, at no cost to the City.

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 October 1, 2016 (the “Effective Date”), and shall end September 30, 2021. 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 termination for the Initial Approaches and 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, in the event that the City expands or modifies its red light camera program beyond the Initial Approaches, 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 Additional Approaches or relocation of Initial Approaches. For purposes of this Section, system installation costs shall be amortized monthly on a straight-line basis from the month of install through September 30, 2021.

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, in the event that the City expands or modifies its red light camera program beyond the Initial Approaches, upon a termination under this section, City shall pay Contractor for any unamortized costs for hardware and related installation costs for Additional Approaches or relocation of Initial 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, 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 software license for the use of Contractor proprietary 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, 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 data which the

Contractor may cover by copyright and to all other documents or 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 any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

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 this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

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. **Proprietary or Confidential Information: Open Records:**

1. **City Information:** The Contractor shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters which are not subject to public disclosure, including without limitation driving or other records of persons who may be impacted by the Program or by the performance of this Agreement, the trade secrets of businesses or entities doing business with the City and other privileged or confidential information. The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data or confidential information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act, the Colorado Criminal Justice Records Act, or City ordinance, and provided or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

2. **Use of Proprietary Data or Confidential Information:** Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing this Proprietary Data of confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from

the Manager.

The Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

3. Employees and Subcontractors: The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to sub-consultants unless such sub-consultants are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

4. Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

5. Contractor’s Information: The parties understand that all the material provided or produced under this Agreement by the Contractor may be subject to the Colorado Open Records Act and/or the Colorado Criminal Justice Records Act, and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its documents which it reasonably believes is proprietary or confidential under such Act(s). In the event that the Contractor fails to take action with respect to such material by seeking and obtaining a protective court order or other informal resolution with the party seeking the

information, the City will disclose all such material in compliance with the said Act(s). In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the Court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The 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 the 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 by such court.

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.

D.R.M.C. 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.

P. 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:

Xerox State & Local Solutions, Inc

8260 Willow Oaks Corporate Drive
Suite 600
Fairfax, VA 22031
ATTN: Contracts Department

With a copy of any such notice to:

Denver Automated Enforcement Program Manager
518 17th Street
Suite 400
Denver, CO 80202

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.

Q. Taxes, Charges and Penalties: 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.

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. Approval by Ordinance: In the event that this Agreement calls for the payment by the City to the Contractor of Five Hundred Thousand Dollars (\$500,000.00) or more, approval by the City Council, acting by ordinance in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution, effect and performance of this Agreement.

V. 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.

W. 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.

X. 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.

Y. 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.

AA. Prohibition against Employment of Illegal Aliens to Perform Work under this Agreement:

1. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

- a. 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”).
- b. The Contractor certifies that:
 - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- c. The Contractor also agrees and represents that:
 - (1) It shall not knowingly employ or contract with an illegal alien to

perform work under the Agreement.

(2) It shall 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 an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the 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.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, 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 illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any 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.

The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such 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 Contractor from submitting bids or proposals for future contracts with the City.

Appendices and Exhibits

Appendix 1 DATA SECURITY REQUIREMENTS

Appendix 2 PCI/DSS COMPLIANCE

Appendix 3 PRICING MATRIX

EXHIBIT A SCOPE OF WORK AND TECHNICAL REQUIREMENTS

EXHIBIT B-CERTIFICATE OF INSURANCE

EXHIBIT C PERFORMANCE BOND

APPENDIX 1 DATA SECURITY REQUIREMENTS

1. **DEFINITIONS.** Whenever used herein, any schedules, exhibits, or addenda to this Agreement, the following terms shall have the meanings assigned below. Other capitalized terms used in this Agreement are defined in the context in which they are used.

“Agreement” means this Cloud Computing Services Agreement between City and Contractor, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference between the City and Contractor, Contract Number 201627552.

“Brand Features” means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

“Confidential Information” means any Data that a disclosing party treats (1) in a confidential manner and that is (2) marked “Confidential Information” or is considered “Protected Information” prior to disclosure to the other party. 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.

“Data” means all information, whether in oral or written (including electronic) form, created by or in any way originating with City and End Users, 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 City and End Users, in the course of using and configuring the Services provided under this Agreement, and includes City Data, End User Data, and Protected Information.

“Data Compromise” means any actual or reasonably suspected unauthorized access to or acquisition of computerized Data that compromises the security, confidentiality, or integrity of the Data, or the ability of City to access the Data.

"Documentation" means, collectively: (a) all materials published or otherwise made available to 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 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 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 City.

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

"End User" means the individuals (including, but not limited to employees, authorized agents, students and volunteers of City; Third Party consultants, auditors and other independent contractors performing services for City; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Services; customers of City provided services; and any external users collaborating with City) authorized by City to access and use the Services provided by Contractor under this Agreement.

"End User Data" includes End User account credentials and information, and all records sent, received, or created by or for End Users, including email content, headers, and attachments, and any Protected Information of any End User or Third Party contained therein or in any logs or other records of Contractor reflecting End User's use of Contractor Services.

"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 the Contractor has elected to make generally available to its customers.

"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.

”Protected Information” includes but is not limited to personally-identifiable information, student records, protected health information, criminal justice information or individual financial information (collectively, “Protected Information”) that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. These include, but are not limited to: the Colorado Constitution, the Colorado Consumer Protection Act, the Children’s Online Privacy Protection Act (COPPA), Health Insurance Portability and Accountability Act (HIPAA), the Family Education Rights and Privacy Act (FERPA), the Payment Card Industry Data Security Standard (PCI DSS), and the Federal Bureau of Information Criminal Justice Information Services (CJIS) Security Policy.

“Project Manager” means the individual who shall serve as each party’s point of contact with the other party’s personnel as provided in this Agreement. The initial Project Managers and their contact information are set forth in the Notices section below and may be changed by a party at any time upon written notice to the other party.

"RFP Response" means any proposal submitted by Contractor to City in response to City's Request for Proposal.

“Services” means Contractor’s computing solutions, provided to 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.

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

“City Data” includes credentials issued to City by Contractor and all records relating to City’s use of Contractor Services and administration of End User accounts, including any Protected Information of City personnel that does not otherwise constitute Protected Information of an End User.

2 RIGHTS AND LICENSE IN AND TO DATA

21 The parties agree that as between them, all rights, including all Intellectual Property Rights, in and to Data shall remain the exclusive property of City, and Contractor has a limited, nonexclusive license to access and use these Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.

22 All End User Data and City Data created and/or processed by the Services is and shall remain the property of City and shall in no way become attached to the Services, nor shall Contractor have any rights in or to the Data of City.

- 23 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.
- 24 City retains the right to use the Services to access and retrieve Data stored on Contractor's Services infrastructure at any time at its sole discretion.

3 DATA PRIVACY

- 31 Contractor will use City Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for City's and its End User's sole benefit, and will not share such Data with or disclose it to any Third Party without the prior written consent of City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use such Data for Contractor's own benefit and, in particular, will not engage in "data mining" of Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by City.
- 32 Contractor will provide access to Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to the 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 the Data they will be handling.

4 DATA SECURITY AND INTEGRITY

- 41 All facilities used to store and process 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 Data from unauthorized access, destruction, use, modification, or disclosure. Such measures include, but not limited to, the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); the Health Insurance Portability and Accountability Act (HIPAA); the Family Education Rights and Privacy Act (FERPA); the Payment Card Industry Data Security Standard; or the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy.
- 42 Contractor warrants that all City Data and End User 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.

- 43 Contractor shall at all times 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.
- 44 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 Compromise:
 - 441 A SSAE 16/SOC 2 or other mutually agreed upon audit of Contractor's security policies, procedures and controls;
 - 442 A vulnerability scan, performed by a City-approved Third Party scanner, of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement;
 - 443 A formal penetration test, performed by a process and qualified personnel approved by City, of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement.
- 45 Contractor will provide City 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.
- 46 Based on the results 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 in order to meet its obligations under this Agreement, and provide City with written evidence of remediation.
- 47 City may require, at its expense, that Contractor perform additional audits and tests, the results of which will be provided to City within seven (7) business days of Contractor's receipt of such results.
- 48 Contractor shall protect Data against deterioration or degradation of Data quality and authenticity, including, but not limited to annual Third Party Data integrity audits. Contractor will provide City the results of the above audits.

5. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA

- 5.1 Except as otherwise expressly prohibited by law, Contractor will:
 - 5.1.1 If required by a court of competent jurisdiction or an administrative body to disclose Data, Contractor will notify City in writing immediately upon

- receiving notice of such requirement and prior to any such disclosure;
- 5.12 Consult with City regarding its response;
- 5.13 Cooperate with City's reasonable requests in connection with efforts by City to intervene and quash or modify the legal order, demand or request; and
- 5.14 Upon City's request, provide City with a copy of its response.
- 52 If City receives a subpoena, warrant, or other legal order, demand or request seeking Data maintained by Contractor, City will promptly provide a copy to Contractor. Contractor will supply City with copies of Data required for City to respond within forty-eight (48) hours after receipt of copy from City, and will cooperate with City's reasonable requests in connection with its response.

6 DATA COMPROMISE RESPONSE

- 61 Contractor shall report, either orally or in writing, to City any Data Compromise involving Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Data, not authorized by this Agreement or in writing by City, including any reasonable belief that an unauthorized individual has accessed Data. Contractor shall make the report to 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 Compromises will be reduced to writing and supplied to City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.
- 62 Immediately upon becoming aware of any such Data Compromise, Contractor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved.
- 63 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.
- 64 Within five (5) calendar days of the date Contractor becomes aware of any such Data Compromise, Contractor shall have completed implementation of corrective.

actions to remedy the Data Compromise, restore City access to the Services as directed by City, and prevent further similar unauthorized use or disclosure.

65 Contractor, at its expense, shall cooperate fully with City's investigation of and response to any such Data Compromise incident.

6.5 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 City.

6.7 Notwithstanding any other provision of this agreement, and in addition to any other remedies available to City under law or equity, Contractor will promptly reimburse City in full for all costs incurred by City in any investigation, remediation or litigation resulting from any such Data Compromise, 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 Compromise in such a fashion that, in 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 Compromise.

7. DATA RETENTION AND DISPOSAL

7.1 Contractor will retain Data in an End User's account, including attachments, until the End User deletes them or for the time period mutually agreed to by the parties in this Agreement.

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

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

7.4 Contractor will retain logs associated with End User activity consistent with the City's data retention policies.

7.5 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 City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by 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. 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 City.

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION

- 8.1 Upon termination or expiration of this Agreement, Contractor will ensure that all Data are securely transferred to City, or a Third Party designated by City, within thirty (30) calendar days. Contractor will ensure that such migration uses facilities and methods that are compatible with the relevant systems of City, and that City will have access to Data during the transition. In the event that it is not possible to transfer the aforementioned data to City in a format that does not require proprietary software to access the data, Contractor shall provide City with an unlimited use, perpetual license to any proprietary software necessary in order to gain access to the data.
- 8.2 Contractor will provide City with no less than ninety (90) calendar days notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. This includes immediate transfer of any previously escrowed assets and Data and providing City access to Contractor's facilities to remove and destroy City-owned assets and Data.
- 8.3 Along with the notice described above, Contractor will provide a fully documented service description and perform and document a gap analysis by examining any differences between its Services and those to be provided by its successor.
- 8.4 Contractor will provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to City.
- 8.5 Contractor shall implement its contingency and/or exit plans and take all necessary actions to provide for an effective and efficient transition of service with minimal disruption to City. Contractor will work closely with its successor to ensure a successful transition to the new service and/or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed no less than ninety (90) calendar days in advance of the formal, final transition date.

9. Miscellaneous.

9.1 **User ID Credentials.** Internal corporate or customer (tenant) user account credentials shall be restricted as per the following, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures:

- a) Identity trust verification and service-to-service application (API) and information processing interoperability (*e.g.*, SSO and Federation)
- b) Account credential lifecycle management from instantiation through revocation

- c) Account credential and/or identity store minimization or re-use when feasible
- d) Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (*e.g.*, strong/multi-factor, expireable, non-shared authentication secrets)

92 Vendor Supported Releases. The Contractor shall maintain the currency all third-party software used in the development and execution or use of the software including, but not limited to: all code libraries, frameworks, components, and other products (*e.g.*, Java JRE, code signing certificates, .NET, jquery plugins, etc.), whether commercial, free, open-source, or closed-source; with third-party vendor approved and supported releases.

93 Oracle Identity Management. The City's Identity and Access Management (IdM) system is an integrated infrastructure solution that enables many of the City's services and online resources to operate more efficiently, effectively, economically and securely. All new and proposed applications must utilize the authentication and authorization functions and components of the IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions, regardless to where the application is hosted.

APPENDIX 2
PCI/DSS COMPLIANCE:

a. The Contractor covenants and agrees to comply with Visa's Cardholder Information Security Program/CISP, MasterCard's Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations (generally "Association"), and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) (collectively, the "Security Guidelines"). Contractor represents and warrants that all of the hardware, software and communication components that it uses under this Agreement for processing payments is and will be PCI DSS compliant during the term of this Agreement. All payment related service providers that Contractor uses under the Agreement must be recognized by the necessary Associations as compliant with Security Guidelines. Contractor further agrees to exercise reasonable due diligence to ensure that all of its payment related service providers, 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.

b. The Contractor shall not retain or store CVV2/CVC2 data 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 immediately notify the City in writing, and shall provide, at Contractor's sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.

c. Contractor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of the Contractor's system(s) that interface with or utilize credit card information in any manner or form of collection are Payment Card Industry Data Security Standards (PCI DSS) compliant.

d. The Contractor must provide quarterly results of a network scan for all Internet or IVR payment acceptance modules that verify PCI DSS compliance, or in the City's sole discretion, allow the City's contracted PCI DSS compliance auditor full access to the Contractor's system(s) at any time to provide this verification to the City. Any cost associated with the City's contracted PCI DSS compliance auditor will be paid by the City. If any Association requires an audit of the 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 the Contractor, the 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 the Contractor from liability under this section or under other provisions of this Agreement. In the event that the Contractor or its subcontractors make any major POS application or infrastructure changes the City shall be notified within ten business days and the City shall be provided with an appropriate network scan or other requested verification showing network compliance with Security Guidelines.

e. In addition to all other defense and indemnity obligations undertaken by the Contractor under this Agreement, the 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 the Contractor, or includes the utilization, processing, transmittal and/or storage of credit card data by the 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 the 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 the Contractor shall maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS) and with all other requirements and obligations related to credit card data or utilization set out in this Agreement.

APPENDIX 3 Pricing Matrix

I. Red Light

1. Four Initial Approaches: Retrofit to DriveSafe™ camera systems
 - a. Monthly Equipment Compensation: \$2,203 per Initial Approach
 - b. Monthly Services Compensation: \$1,797 per Initial Approach

2. Additional Approaches: DriveSafe™ camera systems
 - a. Monthly Equipment Compensation:
 - i. Up to 5 Lane Approach: \$166,980 divided by the number of months remaining in the contract term when the Additional Approach enters enforcement. For purposes of example only, if an Additional Approach enters enforcement with 30 months remaining in the contract term, the monthly Equipment Compensation for the Additional Approach is $\$166,890 / 30 = \$5,563$ per month.
 - ii. 6 Lane Approach: \$253,980 divided by the number of months remaining in the contract term when the Additional Approach enters enforcement. For purposes of example only, if an Additional Approach enters enforcement with 30 months remaining in the contract term, the monthly Equipment Compensation for the Additional Approach is $\$253,980 / 30 = \$8,466$ per month.
 - b. Monthly Services Compensation: \$1,797 per Additional Approach

3. Relocation
 - a. To New Intersection: If the City elects to shift enforcement to an approach at a new intersection, Contractor shall perform this work for a monthly fee of cost +15% (capped at \$82,732 for up to a 5 lane approach and \$114,998 for a 6 lane approach) divided by the number of months remaining in the contract term when enforcement commences at the new approach. For purposes of example only, if the cost to shift enforcement to the new approach is \$60,000 and there are 30 months remaining in the contract term when enforcement commences at the new approach, the City would pay a relocation fee of $\$60,000 / 30 = \$2,000$ per month.
 - b. To Different Approach at Same Intersection: If the City elects to shift enforcement to a different approach at the same intersection, Contractor shall perform this work

for a monthly fee of cost +15% (capped at \$71,941 for up to a 5 lane approach and \$99,998 for a 6 lane approach) divided by the number of months remaining in the contract term when enforcement commences at the new approach. For purposes of example only, if the cost to shift enforcement to the new approach is \$60,000 and there are 30 months remaining in the contract term when enforcement commences at the new approach, the City would pay a relocation fee of $\$60,000 / 30 = \$2,000$ per month.

II. Photo Radar

Total Combined Equipment and Services Compensation of \$86,183 per month for five (5) customized 2016 Ford Police Interceptor Utility All Wheel Drive vehicles equipped with DriveSafeTM camera systems.

III. Reimbursable Certified Mail

City will reimburse Contractor for certified mailings of DPD approved Penalty Assessment Notices at a rate of \$12 per notice (subject to adjustment based on USPS rates).

IV. Lockbox Payment Processing

\$.72 per lockbox payment processed by Xerox.

EXHIBIT A
PHOTO RADAR AND RED LIGHT ENFORCEMENT PROGRAM
SCOPE OF WORK AND TECHNICAL REQUIREMENTS

BACKGROUND

The Denver Police Department utilizes Automated Vehicle Identification Systems 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. As such DPD implemented an automated photo red light system in February 2008; and, a mobile photo speed enforcement program in July 1998.

The City of Denver currently has photo red light equipment and systems installed at four approaches in four intersections identified as (8th Avenue & Speer Boulevard – West Bound; 6th Avenue & Lincoln Street – East Bound; 6th Avenue & Kalamath Street – East Bound; and, 36th Avenue & Quebec Street – North Bound). This equipment continuously captures red light violations, as defined by C.R.S. §42-4-110.5 and §42-3-113(10) (a).

Additionally, the photo speed enforcement program currently operates utilizing five customized vehicles, equipped with digital photography equipment, manned by an operator with special police powers. The program operates 0600 to 2130, seven (7) days per week (holidays excluded) in accordance to C.R.S. §42-4-110.5 and §42-3-113(10) (a); Chapter 54 of the Denver Revised Municipal Code (the “DRMC”), and certain City ordinances.

Oversight of the program is managed by the Denver Police Department’s Traffic Operations Unit (located at 3381 Park Avenue West, Denver, CO), employing two full-time shifts of specially trained supervisors/operators; with the assistance and support of other involved City Agencies.

The Department wishes to continue this strategy by selecting a single, qualified contractor to provide the City with the specialized equipment, installation services, ministerial services, technical experience and expertise to support both the photo red light and photo speed programs.

DEFINITIONS:

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

Back Office Maintenance - Defined as maintenance on Contractor's back office equipment that does not affect the photo enforcement equipment functioning but may impact the Contractor processing system from being accessible for incident reviews or other Denver Police Department access for incident/violation processing.

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).

Cycled Fleet Replacement - ~~Contractor~~ agrees to refresh each vehicle one time during the term of the Agreement at the direction of the City.

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

FPS - frames per second (frame rate)

Fuel Efficiency - E-85 Compatible vehicles; with minimum gas mileage of 18 MPG

Holidays - City of Denver recognized holidays (operations are closed)

Incident - Defined as the cameras firing and capturing 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 customer’s traffic intersection with an installed or a Reconfigured Traffic Signal Facility, along with a Company-installed meter to measure the energy usage of the Traffic Signal Facility.

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 Customer 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 customer 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 software purchased/licensed by the City from the Contractor for the capturing and reviewing incidents and processing of any violations resulting from the incidents captured.

Tech Services or TS - City of Denver Technology Services Division

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.

Contractor 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 STATUES, 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.

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 violations occur. “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.

Business Rules will be revised, if applicable, in consultation and coordination with the Contractor, which will be incorporated herein. The current Business Rules are attached. These Business Rules are a snapshot of the current basic process used in the Denver Photo Red Light Enforcement Program.

A.1.a Red Light Enforcement Current System:

The equipment in use is listed in the following:

- A. Red Light RLCS-1:** *Note: this equipment is currently owned by the City, as purchased from Xerox through previous contract.*

Manufacturer: MESA Systems – Specifically and proprietary for Xerox State and Local Solutions.

Front & Rear Dual Camera system: Canon EOS 5D Mark II, The EOS 5D Mark II has a 21.1-megapixel full-frame CMOS sensor with DIGIC 4 Image Processor, a ISO Range of 100-6400 (expandable to ISO L: 50, H1: 12800 and H2: 25600), It can shoot up to 3.9 FPS, has 9 AF points plus 6 AF assist points, a 98% coverage viewfinder, a 3.0-inch Clear View LCD (920,000 dots/VGA)

Lenses:

Front camera's use, Canon Zoom Lens EF 70-200mm 1:2.8 ultrasonic
Rear camera's use, Canon Zoom Lens EF 24-70mm F/2.8L ultrasonic

Loop module:

Up to 4 lanes of in-ground loops can be monitored per module but are able to expand to what is needed with additional modules,

Speed Tolerance is set to start at 6mph up to 100mph

Sensys minimal invasive, wireless sensors:

Sensys Access Point - model AP240-ES

Sensys Puck -: Model VDS240 wireless vehicle detection. Incorporates stand-alone magneto-resistive wireless sensors with a 10-year battery life to detect vehicle presence and movement.

- In-pavement installation with no wires or lead-in cabling
- 10-year battery life
- Impervious to weather
- Rapid installation and deployment reduces road closures and worker exposure
- Patented, ultra-low "NanoPower" communications protocol

- Superior accuracy, dependability, and extensibility
- Universal platform for all traffic detection applications
- Self-calibrating, self-tuning
- Re-usable and remotely upgradeable
- Easily deployed in complex configurations
- Capable of over 300 million detections

The equipment can capture as many lanes as needed per intersection, typically up to a 5 lane max but can be expanded by modifying current equipment or installing additional equipment to the intersection.

Speed Tolerance is set to start at 6 mph up to 100 mph.

Streaming Video camera:

Cisco model PVC2300 camera. Can capture up to 6 lanes of traffic and able to expand with additional camera's installed.

12-second video clip camera:

Mitex BCE-C030-U camera's able to capture up to 5 lanes of traffic and able to expand with additional camera's installed.

Flashes Used:

Manufacturer: Alien Bees, 1600W flashers.

A.1.b Intersection Equipment General Requirements – Photo Red Light:

- 1) The Contractor will be responsible for the retrieval 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.
- 2) The system shall maintain a 95% or better capture rate (number of vehicles that System successfully captured as defined below divided by number of violations detected per the speed detection parameters), 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.
- 3) 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 Sunday through Saturday 0600 - 2130 (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.
- 4) The Contractor will be responsible for maintaining and servicing the intersection equipment in accordance with the Business Rules.

- 5) 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 on a schedule outlined in the Business Rules. This schedule at a minimum will be provided weekly, monthly and annually. The weekly, monthly and annual reports will contain individual maintenance and testing events in addition to summary reports of the events.
- 6) The Contractor will be responsible for notifying the DPD Photo Enforcement Unit of any maintenance work being done at an intersection by its personnel prior to any work being done. This includes on site and remote maintenance work.

A.1.c Photo Red Light Intersection Equipment 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 36th Ave - Enforcing Northbound on Quebec Ave at 36th Ave.
 - West 8th Ave and Speer Blvd Southbound - Enforcing Westbound 8th Ave at Speer Blvd Northbound
- 2) The Contractor will ensure that the incidents captured from the current approaches can be transmitted and processed on their backend Contractor processing system and then made available to the DPD Photo Enforcement Unit for review within five (5) to seven (7) days of the incident being captured.

A.1.d Photo Red Light Intersection Equipment New Approaches:

In addition to the current four (4) enforced approaches this request for proposal 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 selected Contractor.

Public Utilities Commission Requirements:

Any and all installations would be required to follow all City of Denver, Public Works – Traffic Engineering, Xcel Energy, and Colorado Public Utilities Commission regulations and requirements (including but not limited to application, permitting, coordination, and reporting).

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.

The selected Contractor, or any sub-contractor of the Contractor, will not have access to the Public Works cabinet, and thereby must provide their own. City of Denver Public Works Department requires that the Contractor have an inductive pick-up to signal operation (independent operating system with one-lead to Public Works' box.) Any and all ancillary equipment should be independent.

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-away assessment(s), applicable street occupancy permit(s); and are responsible for all of the work of any sub-contractor.

The Contractor must absorb any "Designated Warning Period" of 30 days at any new enforcement approaches.

The Contractor may assist with the development and execution of a high profile public awareness campaign tailored to the local area.

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 latest RADAR or non-invasive technology available.

The Contractor will deliver and install the following hardware and equipment, which shall be part of the Intersection Equipment, at any future designated enforcement approaches. The hardware and equipment shall be manufactured by a first tier national manufacturer or by a manufacturer approved by the City. The equipment and hardware shall be new (manufactured within one year of agreed expansion date) and of the highest quality commercially available. Contractor shall work with the City's Technology Services personnel to ensure that the equipment and hardware listed below shall function properly with the City's technology infrastructure.

The installed equipment at each approach will be sufficient to successfully capture red light incidents including a clear driver photograph.

The camera used to capture the required scene and driver images will be of the highest quality available. The camera will be a commercial 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.

The system equipment used to capture video will be, at a minimum, able to produce a 12 second video clip of the violation and be 30 FPS capable.

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. This may include, and is not limited to, a mechanism that allows the Contractor to remotely remove fog, ice, and snow from the cameras capturing scene and driver images. This mechanism, such as a windshield wiper, must be automatic and run without constant manual intervention. The trigger for the mechanism should be accessible to the Contractor office maintaining watch over the intersections.

- 1) The installed intersection will include all Photo Enforcement related signage in accordance with CRS 42-4-110.5. Automated vehicle identification systems.
- 2) The installation of intersection equipment will include:
 - a) The Contractor must provide a metered service for their power needs. Tapping into traffic signal meter, or unmetered service will not be permitted.
 - b) 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
 - c) Broadband communications - Contractor will be responsible for all costs associated with the broadband communications associated with the Contractor related intersection equipment.
 - d) 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 provided within 15 days of notice by the City to the Contractor of any new enforcement approaches. These diagrams will be approved by the City's Traffic Engineer Office prior to any construction beginning at any enforcement approaches.

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.

The Contractor will provide, at a minimum, five (5) customized vehicles fully equipped with the required camera equipment to support a seven (7) day per week operation. Additional vehicles may be requested to sustain operations, or in support of program expansion.

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.

Support services to be provided by the Contractor shall include:

- data entry
- document storage
- payment processing
- registered owner name and address acquisition (from Department of Motor Vehicle)
- support of DPD Program review and oversight functions
- support and assistance to the City with respect to preparation, transmittal of Notice of Violation 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 (Penalty Assessment Notices)
- reporting program performance statistics, correspondence processing and operational management of those functions.

The Contractor shall be required to provide a sufficient number of staff with the required expertise to support the photo enforcement program and its on-going operation, maintenance and enforcement.

A.1.e Photo Speed Enforcement General Operations:

The Contractor must have the ability to support a program that has 12-15 full time Photo Speed Radar Technicians operating from 0600 - 2130, Sunday through Saturday, subject to change at the direction of DPD. In addition, the following requirements shall apply:

- The Contractor will be required to provide necessary Photo Speed Radar equipment maintenance and repairs without impacting the deployment schedule of the Photo Speed Radar Program.
- All routine vehicle maintenance will be performed by the City & County of Denver's Fleet Maintenance personnel.

A.1.f Photo Speed Enforcement Vehicles

The Contractor shall provide a minimum of five (5) climate-controlled vehicles 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 the front of the vehicle.

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.

It is expected that the Photo Speed Radar equipment proposed should be able to detect and capture violations utilizing the latest Radar technology available.

A.1.g Current Photo Speed Equipment

The current Photo Speed Equipment in use is as follows:

Front/Rear System:

- 2 Gatsometer (GATSO) RS-GS11, 11.2 megapixel cameras (2672 x 4008 pixels)
- 1ea 135 mm Canon ultrasonic autofocus lens (for the main) with polarizer and UV filters
- 1ea 85 mm Canon ultrasonic autofocus lens (for the sub) with polarizer and UV filters
- 1ea Gatso Decision Unit (set up for front/rear cameras with dual camera connections) (with a camera release impulse delay of 20 ms at 45 mph for the rear images)
- 1ea Gatso RS-GS11 Graphical User Color Interface
- 3 ea Gatso RS-GS11 140 Watt high intensity flash generators (using 12VDC, range of 10.8 -15VDC, max repetition rate of 1.0 sec at 146 Watts, output of 62-146 watts) with cables and flash heads (2 for front/face images, 1 for rear/plate images)
- 1 ea Dell E6400 ATG laptop (solid state memory) with proprietary GATSO software to interface with camera system downloading deployment data and electronic checklists
- 1 ea Type 24 radar antenna (across-the-road, slotted wave guide, 5 degrees horizontal, 20 degrees vertical, enforcing 1-4 lanes)
- 1 ea tuning fork to use to check calibration of antenna system
- Associated cabling (1 specific cable from each of the cameras to the Decision Unit, from the Decision Unit to trigger each of the flash generators, Ethernet/Cat 5 cables from each of the cameras to the DU and the DU to the laptop, 12VDC power cables to each of the flash generators and the DU, cable from the DU through tuning fork to the Type 24 radar antenna).
- Wired on-Line Agilis Systems GPS Tracking
- WOLO P/A system
- Beacon/strobe lights on vehicle for merging into traffic
- Radar antenna and flash unit mounted for access inside the vehicle to enforce from driver or passenger side.
- 3 ea DEKA Deep cycle 12V AGM batteries installed in secure battery compartment
- Three smart chargers requiring no user switching for operation
- Clear glass installed in rear window for improved photo quality.

The camera system shall use digital media only. Film based systems are not acceptable.

The digital 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.

The camera system will be automated as much as possible in regards to set up (focusing leveling, aperture settings, etc.), in order to minimize operator errors.

All vehicles shall have digital Photo Speed Radar Equipment installed. This digital Photo Speed Radar Equipment must include at a minimum:

- Two digital cameras with the latest Radar technology available, with the capability for both front (driver) and rear (license plate) photography in a primary and secondary configuration,
- External tuning fork,
- Radar antenna
- Radar control/processing unit,
- Lap top computer with an Operating System and Windows Office Suite that meets Denver Technology Services' Platform Technical Standards (April 9, 2015), Mapping and other Photo Enforcement related software, associated hard drive(s) and processing units

- An external battery source sufficient to allow vehicle independent operation of all photo enforcement equipment for two daily shifts, and without the need for manual switching by the operator.
- GPS Units for live GPS tracking
- Other equipment as necessary to carry on the daily operations of the Photo Speed Radar Program.

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.

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.

The vehicles will be outfitted to allow for photo enforcement from both sides of the vehicle by making adjustments to the equipment contained within. These adjustments will be done by the Photo Speed Radar Technician.

A.1.h Current Photo Speed Vehicles

The current Vehicles in use are as follows:

Photo Enforcement (PE) Vehicle:

- Model: 2013 Ford Transit Connect XLT
- Style / Body: Cargo Van 2D
- Engine: 2.0L I4 SMPI
- Type: Gasoline

The Modifications made to accommodate the requirements listed herein are as follows:

- Replace and install non-tinted, clear rear door glass
- Install driver and passenger side glass in rear panels
- Mount external radar antenna housing with thru-the-door access to position the antenna for driver or passenger side enforcement.
- Two rear-facing flash heads attached to antenna housing.
- One front facing flash head with ability to switch for driver and passenger side deployments,
- Removal of passenger seat for installation of PE battery charging equipment.
- Complete Gatsometer GS-11 front/rear photo enforcement camera system with ability to switch from driver or passenger side enforcement.
- Install three batteries on a relay system to allow vehicle independent operation of all photo enforcement equipment for two daily shifts, and without need for manual switching by operator.
- PA system to allow operator to communicate to anyone approaching the van without opening a window or door.
- Add DC port on the desktop for the operators to use to charge phones, etc
- Flashing yellow lights on top rear of vehicle for merging into traffic
- Remove the daytime running light relay so the headlights can be turned off for night deployments
- Web-based Linx-Up GPS tracking thru the OMDI port.
- Portable GPS vehicle navigation similar to Tom-Tom technology.
- External AC connection for equipment battery charging.

- Provide office chair and desktop for van operator.

These vehicles will include an operator seat and a work table. This work table 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 (see paragraph above);

A.1.i Fleet Protocol – Photo Enforcement Program

When the van’s odometer reaches 30,000 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 36,000 miles, the van will be replaced with a new van of similar design approved by the City.

- Gas Efficiency: The City & County of Denver strives to utilize gas efficient vehicles, specifically fuel efficient, E 85 Compatible vehicles.
- Maintenance: 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: It is the responsibility of the Contractor to title and plate the vehicles.

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 vehicle used for Photo Speed Radar operations must have a rear windshield wiper and defroster capable of keeping the area around the camera clear.

The Contractor will provide all equipment necessary to successfully capture violations, including but not limited to required statutory “Photo Radar in Use Ahead” signs, barricades for required signs, distance measuring devices, spare windshield wipers, window cleaner, lint free paper towels and special item pens if necessary

A.2 SYSTEM SOFTWARE:

A.2.a General System Functionality and Performance Parameters

- a) If the City determines that there are significant technology and/or performance advancements in any part of the System during the term of the Agreement, the Contractor shall deliver and install same subject to cost agreement by the parties based on the actual cost of the technology. The City shall share in the benefit of any reduced maintenance cost from new technology by a proportional reduction in the monthly fee.

- b) The Contractor warrants that the process it uses to capture, process and issue citations shall meet all court chain of custody requirements. 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
- c) The system shall be accessible in read only mode by violators via a unique pin number printed on each individual violation via any computer equipped with an Internet connection and an approved web browser.
- d) The System shall allow for the payment of violations online. The online payment system will update the Contractor processing system in near real time. The online payment system will show a zero balance if payment was already received and processed via lockbox or previous online payment. The online payment system will not allow for duplicate payments on the same violation number. The online payment system will reflect updates in the court application from court personnel for cases adjudicated in final hearing where the judge or magistrate has suspended a portion of the fine and/or fees.
 - The online payment system will utilize a City code of DENVER or a unique PIN number printed on each notice.
- e) The System shall provide a web based edit trail of all actions taken in the Contractor processing system designated by user id. This edit trail will be available via web based access for each incident and violation. This edit trail will be directly available to Denver Police Department personnel via web based access for each incident and violation.
- f) The System shall use the highest level of encryption available on all technology related transmissions and signatures. The System will employ recognized information technology industry standard security measures on all systems utilized to support the Program.
- g) The Equipment shall provide secure (encrypted) and efficient transmission of incident and violation data, including still photographs and video. The Equipment shall be accessible by Denver Police Department personnel in real time via the Internet using a unique user id and confidential password on any computer equipped with a high-speed Internet connection and an approved web browser.
- h) The System shall provide encrypted digital images to ensure the integrity of "best evidence" and chain of evidence linkage from violation capture to presentation in court as evidence. Both still images and video images will be provided as evidence in court. The Denver Police Department will have direct access to the original violation photographs and video for each incident for their court case presentation review.
- i) The Denver Police Department will have full access to all incidents and violation data captured by the system. This data includes a history of any actions taken on the incident or violation. The history information will be directly accessible to Denver Police

Department users via the Contractor processing system. Requests to see all history information on an incident or violation will not constitute direct access to audit/history information.

- j) The Contractor processing system will allow the Denver Police Department to directly update the driver or vehicle information at any point in the processing lifecycle from incident detection through to adjudication.
- k) All video and still images older than one year shall be transferred to a storage medium approved by the City (the “Aged Data”); and only through the third anniversary after the date of the incident, in accordance with Colorado House Bill 11-4452. Notwithstanding the foregoing, the Aged Data shall be available to the City within 24 hours upon request of an incident.
- l) The Contractor will store the data in a manner that allows for searching of the stored images and video.
- m) The City acknowledges that the Aged Data may not be accessible during routine back office maintenance. The Contractor will provide a schedule of their back office maintenance schedules to the Denver Police Department on a semiannual basis. If a change to this schedule occurs, the Denver Police Department will be notified prior to the start of the new schedule. Back office maintenance will not be done during the hours of operation noted for the Denver Police Department Photo Enforcement Unit and the Denver County Court. If the City requires access to the Aged Data during routine back office maintenance, upon email or phone request the Contractor shall restore access within thirty (30) minutes.

A.2.b Photo Speed Enforcement Software

The photo enforcement software system (in the vans and in the office) used must have the capability to capture:

- The van # (assigned by DPD)
- Operator information including Name & Badge # (assigned by the DPD)
- Deployment # as established by DPD criteria (example #001, #002, #003, etc.)
- Total number of vehicles observed
- Number of vehicles speeding overall
- Number of vehicles speeding by increments (1-25 over posted limit)
- Posted speed limit
- Enforcement speed limit, maximum speed noted
- Minimum speed noted (regardless of enforcement speed set)
- System power on time
- Beginning test shot time
- First violation detected time
- Last violation detected time

- Ending deployment test shot time
- Number of vehicles in violation
- Total number of vehicles
- Total deployment time as measured by various time points (system on, test shot to test shot
- First to last violation detected)
- Average violation rate per hour
- Average overall speed
- Average violator speed
- Total citations issued
- Radar calibration tests & times

The computer software used shall have a robust audit trail capability, clearly establishing each action taken and by whom.

The laptop system used shall allow unique user ID's to be created and the desktop for each operator to be configured by them.

The captured images and other enforcement/deployment data shall be viewable and available for review by DPD personnel immediately upon download from the vans.

Any system provided for detection, processing or adjudication for Photo Speed Radar citations shall have the ability to have unique user ID's and appropriate areas of viewing or editing tied to the user ID.

A.2.c Red Light Enforcement Software

- a) The System is fully automatic and requires no personnel to operate and/or function.
- b) The Contractor processing application will allow for direct access through one web page to all of the sections of the Contractor processing system used for incident and violation processing.
- c) Video and still images of incidents captured by the intersection equipment (the "Stored Data") will be stored and maintained by the Contractor for a minimum of one (1) year and available through a web based application to designated Denver Police Department personnel twenty-four (24) hours a day, seven (7) days a week. This access will be through the same web based application used to view incidents to determine if a violation has occurred. The access will be to the originally captured violation photographs and 12 second captured video.
- d) The System shall provide the City a live feed from each camera, live or still, at each enforcement approach. The live feed will consist of streaming video from each enforcement approach. This streaming video will be available to the Denver Police Department via a web based system. The live feed will allow for the recording to CDROM and DVD of any time period at any Denver Police Department computer. The

Contractor will maintain at least seven (7) days' worth of streaming video on a server that is directly accessible by the Denver Police Department to allow them to directly access and copy to CDROM or DVD from the video stream. The software used to copy the video described in this paragraph will be provided by the Contractor.

- e) The intersection equipment will capture and store 30 days' worth of streaming video. The captured video after 72 hours may be moved to a server located away from the intersection equipment. The Denver Police Department will be able to directly access this stored video via a web based method and utilizing software provided by the Contractor, capture specific time frames of video and copy the captured video to electronic portable media.
- f) Upon request from designated Denver Police Department personnel, the Contractor shall immediately change the angle of the cameras, live or still, at each enforcement approach. The Contractor will make every reasonable effort to continue red light enforcement during such time period.
- g) The System shall allow the City to immediately access and commence storage (DVD, internal/external storage media) of all video captured at any enforcement approach utilizing a web based application.

A.3 SYSTEM PERFORMANCE REQUIREMENTS:

Equipment Issuance Rate

- a) The Contractor shall maintain a minimum 85% issuance rate. The issuance rate is the number of Notice of Violations issued divided by the total number of incidents captured. Incidents captured are defined as the camera system firing and capturing an event. By way of example, if in one month 1,000 incidents were captured by the Equipment, but only 750 citations were issued with 250 incidents rejected (image issues, equipment malfunction, etc....) the issuance rate for that month would be 75%. Excluded from the issuance rate will be items deemed Uncontrollable. What is Controllable and what is Uncontrollable will be further defined in the Business Rules. Equipment related issues are considered to be controllable by the Contractor.
- b) The Contractor warrants that the process it uses to capture, process and issue citations shall meet all chain of custody requirements as defined herein.

Equipment Reports

- a) The Contractor will provide a weekly equipment maintenance report detailing the maintenance performed for that week which will consist of:
 - Identify the approach for red light
 - Identify van number for photo speed
 - Detail the work performed

- Identify if work was performed remotely or on-site
 - Identify the Technician who performed the work
 - Start Time
 - Completion Time
 - Identify the status of the work (complete, or any remaining issues)
 - Identify the item as “open” or “closed”
 - Identify the duration of time the equipment was unavailable for operation
- b) The Contractor will provide a monthly equipment maintenance summary report which will include all maintenance performed as detailed in the weekly maintenance reports, and the month-end status of each.
- c) If applicable, invoices submitted for monthly payment will reflect any credits applied as required by the equipment performance matrix.

A.3.a Photo Speed Equipment Performance Requirements:

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. Amendable aspects of deployments should be able to be amended electronically by the operator. Non-amendable areas should be locked.

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.

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..

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.

The Contractor will provide a weekly 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.

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.

The Field Service Technician will be available via telephone standby throughout the hours of operation of the Photo Speed Radar vans.

The Contractor will provide on-going maintenance on the Photo Speed Radar equipment.

All preventative maintenance of the Photo Speed Radar equipment will be done outside the hours of operation of the Photo Speed Radar vehicles.

The latency time from the Primary camera to the Secondary camera should not exceed 3 seconds.

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.

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.

All Photo Speed Radar equipment components should be contained in the vehicle with the exception of the SMS Radar or otherwise approved by DPD.

The speed detection system must be radar.

The equipment will be capable of detecting and capturing speeding events across multiple lanes of traffic.

The Photo Speed Radar equipment shall be adjustable to allow for photo enforcement from either side of the vehicle with no loss or degradation of capture capability.

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.

The digital Photo Speed Radar equipment must be capable of operating under all light conditions and in potentially extreme conditions including heat and cold.

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
- Variable traffic speed and traffic volume conditions

A properly executed deployment shall consist of:

- Target area is free of obstructions and camera is not pointed into the sun
- Instances where it is determined that multiple vehicles are in the beam simultaneously, or that an interior obstruction is blocking the offender, shall be excluded from this standard
- Unit elevation (uphill/downhill) and roadway curve limitations are within established parameters. These parameters will be put in writing and clearly depicted in any training materials
- Operator is in compliance with Contractor operating procedures and protocols presented

in operator training

A successful capture shall consist of:

- Radar detection of each violating vehicle
- Detection triggers “photo command” and, as applicable, flash activation for image capture
- Camera obtains a CLEAR image of each offending driver, and the license number of the vehicle
- Notices issued from an acceptable captured image contain offender depiction of sufficient quality and clarity to identify the driver
- Captured image is sufficient to provide a CLEAR digital image and a CLEAR 5”x 7” color print in a “court packet” that would be used to prosecute a disputed citation
- A CLEAR captured image shall be defined as one in which the gender of the driver is clearly discernible and reasonably depicts a true image of the person in the photograph

A.3.b Red Light Equipment Performance Requirements:

- a) 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.
- b) 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/Intersecti	30-day Month	31-day Month	Penalt
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			30%

- c) 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.
- d) 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).
- e) The intersection equipment is defined as being a 24 hour a day, 7 day a week system.

A.4 PROGRAM SUPPORT:

The Contractor will provide the program support as outlined below:

- 1) All websites will conform to the security and architecture requirements outlined by the City's Technology Support Office.
- 2) Providing a sufficient number of staff with the required expertise to support the Program during the hours specified in the hours of operation outlined in the Scope of Work and the Agreement.
- 3) Provide processing of incidents detected for any future program expansions.
- 4) Web based access to incidents and violation information to Denver Police Department authorized users.
- 5) Web based access to notice of violations and violation images and video to violators,
- 6) Web based access to notice of violation options page and penalty assessment notices for designated County Court authorized users.
- 7) Creation and management of program databases necessary to support the Program which provides accessibility to all their data fields utilized to support the overall program for example at a minimum, but not limited to number of clicks, number of photos, number of citations issued, at location, date period, delineated by type of violation.
- 8) Data entry of processing data as determined by the City to support the overall program.
- 9) Document and data storage (paper copy or electronic) in accordance with Colorado House Bill 11-4452.
 - a) Contractor will be expected to destroy all records that DID NOT result in the issuance of a violation notification upon the one-year anniversary date from the date of image capture; and,
 - b) Contractor will be expected to destroy all records that DID result in the issuance of a violation notification, regardless of the current disposition, upon the third-year anniversary date from the date of image capture.
 - c) To verify compliance, Contractor will provide a monthly report to the Denver Police Department which lists all incidents and violations that were destroyed in the prior calendar month.
- 10) Hours of Operation
 - a) The hours of operation for the red light equipment are 24 hours a day, 7 days a week.

- b) The hours of operation for the photo speed equipment are from 0600 - 2130, Sunday through Saturday excluding City Holidays.
- c) The hours of operation for availability of the Contractor processing system for the Denver Police Department Photo Enforcement Unit is 0600 to 2130, Sunday through Saturday excluding City Holidays.
- d) The hours of operation for system availability to the court application for the Denver County Court Traffic Division is 0800 to 2000, Monday through Friday excluding City Holidays. This is referred to as the Court Principal hours.

11) Equipment Malfunctions and Failures

- a) 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 between the Police Principal hours. This notification may be via telephone or email. Hours outside of the Police Principal hours are excluded from the calculation of time. For example if the notice is made at 2200 hours on Monday, the expected repair time would be 1400 hours on Tuesday.
- b) Any component of the System that fails for a third time, as determined by the City, shall be replaced and installed at no cost to the City. Such replacement shall occur within 24 hours of notice of the third failure or Contractor's knowledge of the third failure, whichever occurs first. The replacement component shall be manufactured by a first tier national manufacturer or by a manufacturer approved by the City. The replacement component shall be new (manufactured within one year of Effective Date) and of the highest quality commercially available. The Contractor shall work with the City's Technology Services personnel to ensure that the System functions properly after installation of the replacement component, with the City's technology infrastructure.

12) Contractor Processing System Availability

- a) The Contractor processing system will be available to the Denver Police Department and Denver County Court for the hours of operation outlined for each agency. Degradation of the processing system due to server or other Contractor related issues will be addressed within four (4) hours of being reported by the Denver Police Department. Degradation of the processing system would include longer screen loads not the result of the City's network or bandwidth.

13) Equipment Inventory

- a) The Contractor will provide an inventory list of serial and model numbers of all equipment system components installed in replacement of current components to the Denver Police Department within 15 days of installation.

- b) The Contractor will provide updates to the equipment inventory list when new equipment is purchased or replaced. The updated inventory list will be completed and submitted within five (5) days of the replacement.
- c) The Contractor will provide these inventory lists to the Denver Police Department Photo Enforcement Unit.

A.5 POLICE REVIEW PROCESS

A.5.a Infraction Detection and Violation Notices

The Contractor shall mail the Notice of Violations and Failure to Respond Letters based upon a schedule and issuance rules determined by the City. All rejected violations, Notice of Violation, and Failure to Respond Letters shall be available via a web based system. The contractor shall provide a means for the City to conduct daily reviews.

A.5.b Summons and Complaint (Notice of Violation)

Under the oversight of the Denver Police Department (DPD), the Contractor shall provide ministerial support to the City for the preparation, review, issuance and service of Summons and Complaints.

The Summons and Complaints will be made available to DPD for review and approval/disapproval via the Contractor's software program or web based system. The Contractor shall maintain a database of when citations are ready according to the business rules for summons and complaint review and track the date ready, date DPD notified, and date of review and decision. The Contractor shall provide this data to DPD on a daily basis.

DPD shall issue all Summons and Complaints generated under the Program. DPD will review each proposed form Summons and Complaint on the Contractor's software program or web based system and take an affirmative action to issue by depressing the approval key on the PC, or denote a reject reason and reject by depressing the reject key.

DPD will also have the ability to choose either "Personal Service by Process Server" or "Personal Service by Certified Mail" at the time of the approval.

Expired citations should not be placed in the review batch for DPD review. Expired citations will be tracked to determine the cause of the citation expiration for each Penalty Assessment Notice identified as "Personal Service by Process Server"

The Contractor shall deliver two printed copies of the Penalty Assessment Notice to DPD within two (2) business days of the approval.

For each Penalty Assessment Notice identified as "Personal Service as Certified Mail," the Contractor be responsible for mailing each Penalty Assessment Notice via certified mail, return receipt requested in accordance with *C.M.C.R. Rule 204 (e)*.

The Contractor shall be responsible for paying postage for Notices of Violation and Failure to Respond Letters.,

The Contractor shall provide any paper necessary to print off copies of enforcement paperwork for violation processing and archiving.

A.5.c Incident Capture

- a) An incident is defined as the cameras at the approach or enforcement location firing and capturing an event.
 - The Red Light incident may turn into a violation after review by Denver Police Department personnel.
 - The Photo Speed incident may turn into a violation after the Photo Enforcement Agent performing the enforcement annotates the violation on the Visual Observation Log (VOL) upon witnessing the incident/event.

- b) Successful capture of incidents consists of:
 - For Red Light, time over distance loop calculation, radar or LIDAR trigger of high likelihood of red light running based on speed, distance and light timing
 - For Red Light, detection triggers still photograph capture of scene images and video capture of vehicle in violation including light cycle and stop line present in each violation; and as applicable, flash activation for image and video capture
 - Still and/or video camera obtains an identifiable and clear image of the offending driver, and the corresponding vehicle license plate number
 - Instances where the data bar is illegible or unreadable or covers the driver or plate of the vehicle will not constitute a successful incident capture
 - Notices issued from an acceptable captured incident image must contain offender depiction of sufficient quality to identify driver
 - Instances where the scene image is unclear or is not captured due to a flash issue or other equipment related issue shall not constitute successful capture
 - Captured image is sufficient to provide a clear image (gender of the driver is clearly discernible and reasonably depicts an identifiable image of the person in the photograph) both in paper and digital format which may be used in a "court packet" to prosecute disputed citations

A.5.d Incident Processing – Photo Red Light

- 1) An incident is defined as the cameras firing and capturing an event.

- 2) The Contractor will acquire vehicle registered owner name and addresses within all applicable statutory requirements as part of processing incident for the Denver Police Department review.
- 3) The Denver Police Department will review all incidents to determine if a violation has occurred with the exception of incidents rejected for the Contractor allowed reasons listed below. The Contractor allowable rejections may be updated in the Business Rules at the discretion of the City.
- 4) The incident number will be used throughout the lifecycle of the incident or violation. It will be displayed on all screens used in the Contractor processing system. If a notice of violation is cancelled or dismissed and a new notice of violation is issued from the same incident a new notice of violation or citation number will be used. The incident number will always be reported with the citation including in any downloadable reports. If there is a duplicate incident in the downloadable reports it will be annotated as a duplicate incident.
- 5) All incidents will be available for direct Denver Police Department access one (1) year after capture, in accordance with Colorado House Bill 11-4452. The availability will include the original captured incident photographs available via the police authorization interface including the 12 second incident video. Access to an imported non-original format violation photograph will not constitute availability for the one (1) year after capture access.
- 6) The Incident Review Queue application will:
 - Provide direct access to the original captured violation photograph and video of the incident
 - Include the cropped in plate image, driver image, scene A photograph and scene B photograph
 - Include the status of the incident after a notice of violation issues
 - Include the ability to enter comments
 - Include the ability to see comments have been entered
 - Contain a link to view any history information relating to the incident/notice
- 7) The Incident Review Queue will allow the reviewer to approve or reject an incident for issuance via a radio button. Both approval type and rejection reasons will be available via dropdown menu.
- 8) The Incident Review Queue, Internal Agency Review Queue, and Supervisors Incident Review Queue will outline the total number of incidents pending and the date of the oldest incident.
- 9) The Internal Agency Review Queue rejection reasons and processes will be outlined by the Denver Police Department.

- 10) The Denver police Department will approve incidents that meet the criteria for issuance. The reviewer will be able to select whether the vehicle went through the intersection (THROUGH VIOLATION) or stopped in the crosswalk (STOP BAR VIOLATION) via a radio button.
- 11) The Supervisors Incident Review Queue rejection reasons and processes will be outlined by the Denver Police Department.
- 12) The Contractor processing system will allow for the flagging of an incident for supervisory review. Flagging the incident will move it out of the incident review queue into a Supervisor Incident Review Queue.
- 13) The Contractor processing system will allow for the flagging of an incident as a Denver Police Department or other emergency vehicle. Flagging the incident as a Denver Police Department or emergency vehicle will move it out of the Incident Review Queue and into an Internal Agency Queue.
- 14) The incident can be rejected by the Contractor for the plate related reasons. The basic plate related incident rejections are:
 - No DMV Data
 - Temporary Paper Plates
 - Front Plate Not Captured – EQUIPMENT
 - Rear Plate Not Captured - OBSTRUCTION
 - No Front or Rear Plate
 - Plate Not Captured - ENVIRONMENT
 - Plate Not Captured EQUIPMENT
 - Plate Not Captured OBSTRUCTION
 - Plate Not Captured VEHICLE
 - Unable to Read Plate – ENVIRONMENT
 - Unable to Read Plate - EQUIPMENT
 - Unable to Read Plate – OBSTRUCTION
 - Unable to Read Plate – VEHICLE
- 15) The rejection codes used by the Contractor must be approved by the Denver Police Department. The Denver Police Department will reject incidents not meeting the criteria for issuance. The rejection codes used by the Denver Police Department will be defined in the Business Rules.
- 16) The Incident Review Queue for the Denver Police Department will allow for comments to be added by the reviewer. There will be no limit as to the number of comments that can be added. The ability to add comments to an incident will be retained into the incident turning into a violation since the “violation” may be viewable via a Police Authorization application.
- 17) The Police Authorization application; which may include the queues described in this section, will allow for the searching of an incident by the license plate, last name, first name, citation number, date, time and intersection. The original violation photographs and 12

second video of the incident/violation will be available for 1 year via the Police Authorization application. After 1 year, the original violation photographs and video may be archived to a server that allows direct Denver Police Department access via a web based system to the violation photographs in an imported file format such as JPEG. The video format will remain the original video format of the captured video. The incident review for notice of violation issuance and penalty assessment notice phases will require access to the original violation photographs and video through the Police Authorization application. On the third anniversary after the date of the incident, the entire record will be deleted in accordance with Colorado House Bill 11-4452.

A.5.e Incident Processing – Photo Speed

- 1) A secondary review by the Denver Police Department is not necessary since each citation is issued by the agent during enforcement by annotating the violation on the Photo Speed Visual Observation Log.
- 2) Upon processing by the Contractor, a photo speed Notice of Violation is automatically mailed to the registered owner of the vehicle within 7-10 calendar days from the date of violation, as defined in the Business Rules.

A.5.f Photo Red Light Violation Processing –

- 1) The Contractor will process all violations in accordance with the Agreement. Appropriate changes to the process will be outlined in Business Rules.
- 2) Violation processing by Denver Police Department personnel includes correspondence processing.
- 3) If a Red Light Notice of Violation (NOV) is approved, the Contractor will send out a Notice of Violation. Photo Speed Notice of Violations are automatically mailed.
- 4) The attached approved Notices of Violation and Penalty Assessment Notices will be utilized by the Contractor. These forms are subject to change. The Contractor will produce the changes in verbiage within five (5) business days of the request. The Contractor will produce significant format changes within 14 business days of the request.
- 5) The respond by date will be included on any notices sent out. Appropriate changes to the respond by dates will be outlined in Business Rules. Currently the respond by date is 30 days from the print date on the first notice of violation. The same respond by date is printed on the second notice of violation. The respond by date on the Penalty Assessment Notice is the arraignment date of the citation. The Penalty Assessment Notice date will include the date and time the person is scheduled for arraignment to answer the charges.
- 6) The notice of violation will contain a return envelope. The Penalty Assessment Notice will not include a return envelope.

- 7) If there is no response (payment, not guilty plea, cancellation, dismissal, etc.) to a notice of violation, the Denver Police Department will review the violation online to determine if a Penalty Assessment Notice will be personally served. This is referred to as Phase I of the Penalty Assessment Notice stage.
- 8) The Contractor processing system will allow for an online Penalty Assessment Notice review in a separate queue from the incident reviews. This queue may be in the Police Authorization application. The Penalty Assessment Notice review will have access to the original violation photographs and video if applicable for any incident captured within one (1) year of the review date.
- 9) The Contractor will update the Contractor processing system with an appropriate drop down or menu item indicating "Unsuccessfully Served" for all Penalty Assessment Notices returned by the process servers with an annotation of non-successful service. The original affidavit will be scanned in and associated with the applicable citation and incident number. The original affidavit will be filed at the Contractor's office in accord with Colorado House Bill 11-4452.
- 10) The Penalty Assessment Notice that is approved by the Denver Police Department will include a respond by date (arraignment date) and time for the person to appear in the Denver County Court to respond to the Penalty Assessment Notice.
- 11) The Contractor's processing system will track the captured incident and ensure the system is updated immediately to accurately reflect the actual current status of each incident/violation, including, but not limited to the items listed below. The Contractor will perform the data entry of the items listed below. Other data entry requirements will be outlined in the Business Rules.
 - Receipt of payment
 - Pending Notice of Violation Review (Police Authorization / Incident Review)
 - Notice of Violation Mailed
 - Pending Penalty Assessment Notice Review (PAN Review)
 - Penalty Assessment Notice Printed
 - Refund Eligible
 - Refund Requested
 - Collection Eligible
 - Sent to Collections
 - Filed in DCC
 - Default Judgment
 - Found Guilty
 - Found Not Guilty

- 12) All entries in the Contractor processing system will use commonly understood terminology and shall not use acronyms, short hand or other terminology not commonly understood by City personnel.
- 13) All correspondence, including but not limited to notice of violations, penalty assessment notices, and correspondence review letters must be approved by the City, as further addressed in the Business Rules. Attached are the current Notice of Violation (NOV) and Penalty Assessment Notice (PAN).

A.5.g Violation Processing Correspondence –

- 1) The Contractor will implement the drop down correspondence review codes requested by the Denver Police Department. These may differ from the ones used for other clients. If there is a difference, the Denver Police Department requested codes will be used for the Denver Program.
- 2) The correspondence module or application will contain the original violation images for photo speed and the original violation images and video for photo red light or a link directly to the applicable violation images and link. If a link is used, closing the violation images and video will not close the correspondence module or application. The correspondence module or application will also contain the current status of the incident or citation, a history of the incident or citation and links to any other correspondence received for the incident.
- 3) All correspondence received by the Contractor in the program post office box and any drop boxes will be delivered to the Denver Police Department no later than the next day after it has been picked up or delivered from the PO Box. The Contractor will provide a MS Excel spreadsheet with the date of receipt from the PO Box, citation number, last name and first name (last name in one column, first name in second column) of all correspondence received. If it is OTH2 correspondence this will be designated in a column after the name. This spreadsheet will be sent to the Denver Police Department by the close of business the day the correspondence is received. The physical correspondence, including a copy of the NOV/PAN attached, will be delivered the next day by 0900 hours to the Denver Police Department Photo Enforcement Unit for their review and processing.
- 4) All correspondence reviewed by the Denver Police Department will contain the review results. The correspondence will be returned to the Contractor for scanning into the Contractor processing system. The scanned correspondence will be tied to the citation number and incident number. The Contractor processing system will allow the Denver Police Department to view all correspondence received on an incident or violation by clicking on the scanned image tied to the incident or violation. The scanned correspondence is considered a Denver Police Department record. The scanning in of correspondence prior to review by the Denver Police Department will not constitute compliance with the after review scanning requirement. The Denver Police Department will review the original received correspondence and documents. After their review the original hard copy correspondence will be returned to the Contractor for scanning.

- 5) Any hard copy correspondence held in the Contractor's office(s), either local or otherwise, will be provided to the Denver Police Department within 24 hours of any request to produce hard copy correspondence. The hard copy correspondence will be held by the Contractor in their office(s) for one (1) or three (3) years and then destroyed (as required by Colorado House Bill 11-4452).
- a) To verify compliance, the Contractor will provide a report to the Denver Police Department a listing of all correspondence that were destroyed in the prior calendar month.

A.6 DENVER COUNTY COURT SUPPORT

The Denver County Court, sitting as a municipal court, will schedule all arraignments and final hearings on Photo Speed Radar cases, subject to the docket requirements of the Traffic Division Judges. Contractor will provide the County Court with electronic data base access for disposition processing. The Denver County Court is responsible for notifying the DPD and the Contractor of any citations scheduled for final hearing.

A.6.a Court Packets

Final Hearing Photo Speed Court packets shall include:

- Final hearing cover sheet meeting the DPD specification listing the name of violator, officer name and badge number, license plate number, violation number, final court hearing date, and time of hearing as provided to Contractor by the Denver County Court.
- One (1) 5 x 7-inch color photograph each of the following:
 - Front primary image
 - Rear secondary image
 - Close up of the driver image
 - Close up of the license plate
- Court packets will include the Electronic Deployment Checklist, Short Checklist, Visual Observation Log and any other documents requested by the DPD to successfully prosecute the case.

Final Hearing Red Light Court packets shall include:

- Final hearing cover sheet meeting the DPD specification listing the name of violator, officer name and badge number, license plate number, violation number, final court hearing date, and time of hearing as provided to Contractor by the Denver County Court.
- A CD containing the following:

- Intersection lane diagram image
 - Aerial view of posted photo enforcement signage location image
 - Close up of mandatory photo enforcement signage image
 - Close up of the license plate
 - Scene A image (before the violation occurred)
 - Scene B image (after the violation occurred)
 - Front image of vehicle
 - Close up of the driver image
 - 12 second video clip showing the violation
- Notification from the Denver County Court that a case has been set for Final Hearing will trigger a court packet request from the Contractor. All packets will be provided no later than 21 days prior to the scheduled arraignment date. All documents in the packet will be delivered with the name of the defendant and the case number affixed to them.

1) Notice of Violation

- a) If a notice of violation issued, the Coupon Options page which includes the option to pay, submit a Not Pictured Driver Affidavit or self-file a Penalty Assessment Notice will be displayed in PDF format in the court application. The notice of violation itself will not be displayed nor will any correspondences or other incident/violation data.

2) Penalty Assessment Notice

- a) If a penalty assessment notice contains a status showing it was filed in the Denver County Court by the Denver Police Department, the entire Penalty Assessment Notice will be displayed in PDF format. Through the court application; court personnel will be able to print the PAN in addition to saving it.
- b) The Contractor system must have a court application that is separate from the incident and violation processing application used by the Denver Police Department.
- c) The court application will allow court personnel to search for notices of violation and penalty assessment notices returning records within the parameters outlined below. The search criteria will include name, license plate and citation number.

3) Court Application

- a) The court application will not contain nor allow access to violation photographs, video, non-court related violation data, incident data or statuses, and non-court related statistical data reporting, incident or violation history, or correspondence.
- b) The court application will display the current status of the citation or notice of violation including the payment status of the citation, whether a personal service fee has been added and if it is set for a court hearing. Comments entered by Denver Police

Department personnel will be viewable in this application. Adding comments will not be enabled in this portion of the application but will be enabled in the Adjudication portion of the court application listed in paragraph h of this section.

- c) If displaying the correspondence review code it will use a short cut of the correspondence review code. For example NPD Accepted N1 for Not Pictured Driver Accepted N1 letter sent. It will not contain the additional notes outlined in the drop down menu used by the Denver Police Department.
- d) The reason for the rejection of correspondence will not be viewable.
- e) The court application will allow for payments received at the court to be updated in the Contractor processing system.
- f) The court application will allow court staff to update a court schedule with scheduled red light hearings. The minimum required fields include citation number, defendant last and first name, date of hearing, time of hearing, courtroom of hearing, and photo enforcement agent scheduled for hearing. Any preset dates, times, courtrooms and photo enforcement agents will allow for changes as necessary.
- g) The court application will allow for the entering of fines and costs into the final adjudication of the citation.
- h) The court application will allow court staff to update the adjudication results (Adjudication portion) of scheduled red light hearings. Court personnel will also be able to enter comments in the Adjudication portion of the system.
- i) The court application will allow for the updating of the final adjudication of the citations set for Final Hearing or PAN Arraignment. These will include but not be limited to:
 - Found Guilty
 - Pled Guilty
 - Found Not Guilty
 - Paid Before Final Hearing
 - Default Judgment Entered
 - Collection Agency Eligible
 - Motion to Continue – Defendant
 - Motion to Continue – City
 - Motion to Dismiss – Defendant
 - Motion to Dismiss – City

4) Court Statistical Reporting

- a) The court related statistical reporting will include:

- Found Guilty
- Pled Guilty
- Found Not Guilty
- Paid Before Final Hearing
- Default Judgment Entered
- Collection Agency Eligible
- Motion to Continue – Defendant
- Motion to Continue – City
- Motion to Dismiss – Defendant
- Motion to Dismiss – City

5) Court Computer Requirements

- a) If access to non-web based information is needed to process payments received at the court the following computer equipment will be provided to the court:
- 1 (one) computer CPU minimum Intel Core i3-4150 Processor 3.5GHz; 500GB 7,200RPM Hard Drive; 8GB DDR3-1600 RAM; 4 2.0 USB & 2 3.0 USB slots with minimum of two on front side.
 - 1 (one) 24” LCD monitor (1920 x 1080 resolution)

A.7 CONTRACT TRANSITION / EQUIPMENT UPGRADE:

Successful Contractor shall collaborate with the Denver Police Department and incumbent Contractor to ensure where possible the Photo Enforcement System continues to operate and any equipment transfer; sale; lease; service support are seamless.

Any equipment upgrade during contract term must also be approved by Denver Police Department and done such to ensure where possible the Photo Enforcement System continues to operate seamlessly.

A.8 GENERAL PROGRAM STATISTICAL ANALYSIS AND REPORTING

The Contractor shall provide monthly reports to the City within ten (10) working days following the end of the month. The following information shall be provided:

- The number of Notice of Violations and Failure to Respond Letters mailed
- The total number and type of Summons and Complaints approved
- The date the Notice of Violation was mailed to the registered owner
- The total number of recorded violations not resulting in a Notice of Violation (with a cumulative and percentage summary analysis for each voided record)

- The disposition of all Summons and Complaints issued (giving the number and percentage for those paid, and how many arraignments have been paid. Note: selected data will be based on information provided by the County Court to the Contractor
- Histograms showing the number and percentage of each of the items requested above compared to the previous month's statistics
- The statistical reports will be provided via soft copy in a format specified by the Denver Police Department
- Reports to the DPD include maintenance records for all equipment and equipment downtime, including who called and when. This includes the number of service hours lost for cameras
- Other pertinent or related information required to properly and accurately measure program performance
- Delivery of monthly reports via email to designated parties. Additional hard copies or electronic media discs shall also be provided on request
- Vehicle and Photo Speed Radar equipment maintenance log with monthly invoice. DPD Traffic Operations will receive copy of vehicle and Photo Speed Radar equipment maintenance log sent with monthly invoice
- Significant incident life cycle elements from detected through to being turned over to a collection agency
- Number of citations registered to out of state and out of the six county metropolitan area broken out by state and county
- Number of Penalty Assessment Notices sent out for personal service by county
- Number of Penalty Assessment Notices successfully served
- Number of Penalty Assessment Notices unsuccessfully served
- Court status including hearings set, dispositions broken out by before hearing, at hearing or after hearing and any other status actions defined in the Business Rules
- The Contractor will provide web based access to enforcement and program related statistical information to designated Denver Police Department personnel. These reports will be directly accessible by the Denver Police Department by inputting the minimum required parameters listed below (Photo Speed Statistical Analysis and Reporting AND Photo Red Light Statistical Analysis and Reporting) and exporting the returned information in PDF and MS Excel format

- MS Access and MS Word are also acceptable as an additional report method but cannot take the place of PDF and MS Excel
- Any raw data requests made by the Denver Police Department to the Contractor will be provided within 5 (five) business days of the request for the raw data

A.9 PHOTO SPEED STATISTICAL ANALYSIS AND REPORTING

The Contractor shall make available to the Denver Police Department Supervisory chain of command the following statistical reports on a 24/7 basis. These reports will include but is not limited to the following items:

- The vehicle # (assigned by DPD)
- Deployment # as established by DPD criteria (example #001, #002, #003, etc.)
- Operator
- Total number of vehicles observed
- Number of vehicles speeding overall
- Number of vehicles speeding by increments (1-25 over posted limit)
- Posted Speed Limit
- Enforcement Speed Limit
- Maximum speed noted
- Minimum speed noted (regardless of enforcement speed set)
- System power on time
- Beginning test shot time
- First violation detected time
- Last violation detected time
- Ending deployment test shot time
- Number of vehicles in violation
- Total deployment time as measured by various time points (system on, test shot to test shot, and first to last violation detected)
- Average violation rate per hour
- Average overall speed
- Average violator speed
- Total citations issued
- Citations eligible for referral to collections
- Collections referred citations that have been paid

The statistical reports will be available by operator, location and date.

The contractor will provide vehicle and maintenance logs with monthly invoices.

A.10 PHOTO RED LIGHT STATISTICAL ANALYSIS AND REPORTING

- 1) All of the incident and violation data captured by the intersection equipment is considered to be Denver Police Department records. As such any requests for data from outside of the Denver Police Department, including statistical reports, will be directed to the Manager of Safety's Records Coordinator.
- 2) Required Parameters
 - a) The required parameters at a minimum will include the date, approach, and time range
- 3) Minimum Data Elements
 - a) At a minimum the data elements available in the statistical reports shall include but not be limited to:
 - Number of vehicles going through the intersection broken out by lane
 - Number of captured incidents
 - Number of captured incidents of vehicles going through the intersection
 - Number of captured incidents of vehicles stopping in the crosswalk
 - Number of captured incidents of vehicles stopping on the stop bar
 - Number of Notice of Violations issued
 - Number of Penalty Assessment Notices printed
 - Number of Penalty Assessment Notices sent out for personal service
 - Total Number of Incidents with the Rejection Reason and Rejecter
 - Intersection equipment malfunctions and failures, which shall include the total number of hours the intersection equipment or any component thereof was out of service (not enforcing)
 - Time that any component of the intersection equipment was not operational (not in an enforcement mode) for routine maintenance (excludes back office maintenance) or other reasons defined in the Business Rules
 - Total time (hours and minutes) of the intersection equipment operation, broken out by enforcement approach

A.11 EXPERT WITNESS

The Contractor will provide an expert witness or witnesses to testify in the appellant case that establishes judicial notice and/or any other appellant legal challenge relating to the City's use of photo enforcement. Contractor will provide such expert witness availability at no charge to the City.

A.12 ANNUAL REPORT

The Contractor shall provide an electronic annual report of the previous calendar year's photo enforcement activity by February 15th of the following year. The report will detail summary activity for the Photo Speed Radar and Photo Red Light Programs. This activity at a minimum includes the total number of locations deployed to, the total number of vehicles observed, total number of vehicles in violation, and total number of citations issued. +10 MPH.

Other aspects of the Annual Report requirements will be directed by the City. Such data can be grouped by Council District, if the City provides the Contractor with the correct Council District for each monitored location code.

Annual Reporting Requirements

- 1) An Annual Report summarizing the overall performance of the Program for the entire calendar year including but not limited to the reports specified above. This report shall be made available no later than February 15th of the following year to designated City representatives at the Denver Police Department, Denver County Court, Public Works (Traffic Engineering) and the City Attorney's Office.
 - a) This report will be produced in PDF or other electronic document format. The report will be produced in paper copy upon request of each of the designated City representatives.

A.13 COMPUTER RELATED EQUIPMENT and SYSTEM SUPPORT

The Contractor shall license the City to use any proprietary enforcement related software without limitations to the number of city computers that may access or run the proprietary software.

The Contractor shall provide toll-free telephone technical support, during Principal Working Hours.

The Contractor shall ensure a cycled replacement/upgrade of Workstation PCs and Standard Laptops every three (3) years; or upon request of the City if technology has been significantly improved before that time.

The Contractor is responsible for ensuring that ALL systems installed are done so in compliance with Denver Technology Services and City Information Technology requirements. Reference Platform Technical Standards (Apr 9, 2015) and Cloud Services RFP Technical Requirements (Jan 16, 2014).

The City shall label and assign City network access for each Workstation, Laptop, and Printer.

The Contractor shall provide mapping and direction software and associated licensing for computers provided to DPD for use in Photo Enforcement.

The Contractor shall provide the following list of office equipment; in addition to any other equipment specified in other areas of this document (i.e. laptops provide in the photo speed enforcement vans). The contractor shall deliver and install the office equipment at 3381 Park Avenue West, Denver, CO.

Equipment	Minimum Requirements	Current Model	Quantity
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Printer/Copier/Fax	<ul style="list-style-type: none"> • Full Color Copy • Copy Speed - 45 ppm Color; 45 ppm B/W • Scan Productivity – 78 opm Color B/W (simplex scanning) • Output Size – letter, legal, 11” x 17” • Paper Capacity – 500 – 1,500 sheets • Bypass Tray • Full Color Scanning (TIFF, JPEG, PDF, Compact PDF, XPS, Compact XPS) • Internet Fax Functionality (Full-Mode Connection) 	Konica Minolta BIZHUB C452	1
Printer	<ul style="list-style-type: none"> • Monochrome laser printer, network capable • Print Speed – 28 ppm • Print resolution – 600 x 600 dpi • Media type supported – Standard laser printer paper, card stock, labels, envelopes • Std Input Drawer – minimum capacity 250 sheets • Automatic duplex printing 	Dell 1720dn	1
Document Scanner	<ul style="list-style-type: none"> • Color scanning capable • Input Doc Size – Letter and Legal • Speed – 25 ppm minimum • Feeder capacity – 50 sheets minimum 	Kodak i40	2
Workstation PC	<ul style="list-style-type: none"> • Reference Denver Technology Services’ Platform Technical Standards (Apr 9, 2015 version) • Five (5) workstations must be capable of dual-monitors <ul style="list-style-type: none"> ○ Total of fourteen (14), 19” monitors • LAN capable 		9
Standard Laptop	<ul style="list-style-type: none"> • Reference Denver Technology Services’ Platform Technical Standards (Apr 9, 2015 version) 		2
Flat Screen TV	<ul style="list-style-type: none"> • 32” screen • 1080P 60Hz minimum • LED or HDTV 		2
Hand Held Scanner w/Stand	<ul style="list-style-type: none"> • General purpose, 1D barcode scanner • Compatible with all operating systems • USB Series A cable for PC 	Symbol Technologies LS2208	6
Telephone Headset	<ul style="list-style-type: none"> • Wireless • Work Style - Office Worker • Over-the-Ear Standard 	Plantronics	3

Hand Held Vacuum	<ul style="list-style-type: none"> • Cordless • 7.2 Volt (minimum) 		1
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A.14 TRAINING

Contractor shall provide up to two (2) “Train-the-Trainer” classes per contract year for Police personnel as determined by the Denver Police Department.

Training – Photo Red Light Program

- 1) 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 30 days of the Effective Date.
- 2) 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 of the Effective Date.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) All training will be provided at a location designated by the City; which may include City offices or the Contractor's Denver office.

A.15 CASH HANDLING REQUIREMENTS:

Any implementation involving receipt of City funds shall be coordinated directly with the City’s Cash Management Section of the Cash, Risk and Capital Funding Unit within the Department of Finance, and integrated with the City’s Enterprise Cashiering System.. If a third-party is involved in the receipting process, the initiating agency shall coordinate implementation and maintenance with the Cash Management Section and the third-party. All receipting and cash handling processes shall be reviewed and approved by the Cash Management Section prior to selection and implementation. The City’s Department of Finance has final approval of all receipting and cash handling processes.

The Funds (as defined by Denver Revised Municipal Code 20-36) gross of any fees are the property of the City and must post directly to a City-owned bank account.

Funds must be deposited daily into a City-owned bank account by either electronic or physical delivery. Any third-party service handling deposits for transport to the bank shall be bonded. The City's preferred method for physical delivery is armored car.

If credit cards will be processed, a City-owned Merchant Identification code (MID) must be used. The Cash Management Section shall issue the MID under the merchant services agreement managed therein.

The assessment of credit card convenience fees to customers is not part of the City's current receipting business model. Any proposal to assess fees beyond the designated cost of City services must be submitted to the Cash Management Section for review and submittal to the Manager of Finance for approval.

Systems and procedures implemented must prove certified Payment Card Industry Data Security Standard (PCI DSS) compliant, reviewed and approved by the City's Cash Management Section and Information Security Section, and/or identified as out of scope by the Information Security Section prior to selection.

Systems and procedures implemented must comply with the National Automated Clearing House Association (NACHA) and other applicable rules and regulations regarding electronic funds transfers. ACH and/or Wire payment mechanisms shall be reviewed and approved by the Cash Management Section prior to implementation.

The Contractor will continue to process online, mail-in, and any back-office receipts until an agreed upon date determined by the Denver Police Department and the Manager of Finance, at which time payments will be transitioned and integrated into the Enterprise Cashiering System. Any future over-the-counter payments including, but not limited to online, mail-in and back-office payments, processed at the City and County of Denver Webb Building will be integrated to the Enterprise Cashiering System.

During the ECS implementation the Contractor will provide necessary software modifications, personnel and expertise to facilitate the identification of parties responsible for outstanding citations, notification of debts and collection of delinquent citations. Reasonable coordination with the City and its involved agencies, designees and the public shall be a continuing work item for the Contractor and any/all employees or subcontractors. Such coordination shall consist of regular progress and review meeting with the City and Work sessions, as reasonably requested by the Department of Finance representative and other involved agencies and as otherwise directed by the City and Contract Manager. The Contractor shall document all such conferences and distribute notes of such conferences to the Contract Manager, as requested. Additionally, the Contractor shall maintain a list of standing items for communication and action and share this with the City on a bi-weekly basis.

Lockbox Payment Processing:

- a) The Contractor will provide lockbox services to the City. Lockbox payments including cash, check, and money order, The Contractor will facilitate payment processing, in accordance with the City's Policies and Fiscal Accountability Rules.
- b) Payments received via mail shall be processed and applied to accounts daily. The Contractor shall develop and provide reports to aid in the reconciliation of accounts. All information received via lockbox shall include scans of envelopes, scans of checks, check amounts payment information and other data as requested.
- c) The Contractor will create a daily export file of lockbox items that will be uploaded into the Enterprise Cashiering System.
- d) All payments received via the lockbox shall be directly deposited daily into a City-owned bank account as directed by the Cash Management Section of the Department of Finance. All lockbox activity shall be conducted in accordance with the City's Policies and Fiscal Accountability Rules in an auditable and transparent fashion.

Online Payment Processing:

- a) The Contractor shall develop an interface with the City's Enterprise Cashiering System to accept, process and associate payments for citations and other services outlined within this Agreement.
- b) The City will provide a City-owned MID for payments received via Enterprise Cashiering System. Payments shall be automatically updated within the Contractor's OPEX system through the interface.
- c) Contractor will handle all credit card chargebacks, research and resolve.

Returned Check/Short Check Capability:

- a) The Contractor shall receive from the City or City's designee, digital images of the front and back of returned/short checks. The Contractor shall attach these images to the records within the system as appropriate, automatically associate the City's established bounced check fee, reinstate the amount due and generate and mail returned check letter to the offending party. The Contractor, in coordination with the City shall develop business rules to ensure this process meets the City's accounting best practices and standards.

Partial and Rejected Payments

- a) Contractor will mail a Rejected Payment Letter for declined or rejected credit card payments and/or checks returned for insufficient funds. A \$30.00 dollar administrative fee will be assessed for declined or rejected payments. Declined credit card payments attempted online will not be assessed the \$30.00 administrative fee.
- b) Contractor will mail a Partial Payment Letter to the violator for a partial payment. This letter will automatically be generated upon receipt of the electronic file from the bank, which contains the partial payment details.
- c) The official template for the Partial Payment and Rejected Payment letters are maintained by the Denver Police Department. All references to these letters will refer back to the name given them by the Denver Police Department. Any requests by the Contractor to have the Denver Police Department review Contractor programming changes regarding these notices will refer to the file name given these templates by the Denver Police Department.
- d) If necessary, payment related letters may be updated by the Denver Police Department. If updates are made, the updated template will be emailed to the Contractor. Upon receipt of the updated template, the Contractor will acknowledge said receipt by email. The Contractor will also provide a timeline within 2 business days indicating when the new letter will be available for use. The new letter must be used no later than 5 business days after the request is made if the request is for verbiage changes. If a format change is requested the Contractor will provide a timeline for the use of the new letters within 2 business days. The new letters must be used no later than 15 business days after the request is made if the request is for verbiage changes.
 - Contractor will mail a Partial Payment Letter to the violator for a partial payment. This letter will automatically be generated upon receipt of the electronic file from the bank, which contains the partial payment details. The letter advises that immediate payment of the remaining balance is due. If the remaining balance is not received by the 3rd day after the respond-by date, the incident will go to the Penalty Assessment form (process service).

Drop Box Payments

Contractor will maintain and collect payments made at the following drop box locations:

- a) Denver County Court, Traffic Division, Room 140, 1437 Bannock Street, Denver, CO 80202
- b) Traffic Operations Bureau, 3381 Park Avenue West, Denver, CO 80216

See also:

City Charter Article II – Mayor and Executive Departments, Part 5 – Finance, §2.53 and §2.54 Revised Municipal Code – Chapter 20 – Finance, Article III – Disposition of Funds, Division 2 - Handling of Receipts and Procedures for Making Refunds, Section 36 and 38

Fiscal Accountability Rule 3.3 – Change Funds and associated procedures and forms
Fiscal Accountability Rule 3.4 – Receipts and Deposits and associated procedures and forms

A.16 FIELD SUPPORT

The Contractor shall provide at minimum two (2) full time field service technicians to service the Denver Program vans. One of these technicians must be in full time support to the Denver Program.

Field service technician(s) will be responsible for providing status reports on all photo speed radar vehicles and the equipment contained within them. Status reports will include all equipment and vehicle issues, current status of issues, and any actions being taken to fix outstanding issues.

A.17 BUSINESS RULES:

The business rules are intended to be the operational guidelines included as an appendix to the subsequent contract. The Denver Police Department reserves the right to modify the following business rules with an executed change order based on operational need and internal department protocol.

1. Contract Details

- a) The details of the contract are in the Contract and Statement of Work.
- b) These Business Rules, dated December 12, 2014 are incorporated into the Agreement between the Contractor and the City and County of Denver herein known as the "City."
- c) The Business Rules are maintained by the City. The Contractor may rename the Business Rules for their own internal processes. However reference to the Business Rules will be defined as the ones held by the City and provided to the Contractor.
- d) The City may unilaterally revise the Business Rules in order to conform to practices described herein to the City's program requirements and legal requirements. The City shall give the Contractor email notification of any such change at least seven (7) business days prior to the effective date of such change. Any change to the Business Rules that materially alters the terms of the Agreement or Contractor's scope of work and must be agreed to between the parties in an executed amendment.
- e) The Denver Photo Enforcement Review Codes listed below, for Red Light and Photo Speed, outlines the various rejection codes listed in these business rules, the applicable definitions for these codes and what are deemed controllable and uncontrollable by the Contractor. These rejection codes will be updated as necessary by the Denver Police Department (DPD) based on what are seen during DPD reviews.

2. Records

- a) The Denver Police Department is the Custodian of Records for any data captured by both the Red Light and Photo Speed systems in addition to any notices that result from review.
- b) The Denver Police Department's process for records and data requests will be followed for all requests for information made from external agencies or entities.
- c) All work documents produced by the City and County of Denver, including the business rules and other documents, are the property of the City and County of Denver and cannot be used without the permission of the City and County of Denver.
- d) The processes described in these business rules including the review codes, and any other Photo Enforcement documents generated from the program are the property of the City and County of Denver, and are not the proprietary property of the Contractor.
- e) Contractor must be able to provide a report, upon request, of any records accessed after the one (1) year anniversary date from the date of image capture. This report will include the record number and unique user identification. The Denver Police Department will then by default assign the reason as one of the following ("law enforcement purposes," "court proceedings," or "Contractor processing"), based on the user identification and location.
- f) The Denver Police Department will have direct access to all violation data for the three (3) years specified Contract and Statement of Work.

g) Records Requests

- a. All requests for information will be sent electronically by DPD to the Contractor.
- b. Contractor will respond to all requests within 1 business day and provide the requested information within 3 business days.
- c. For requests where it is necessary for the Contractor to reprogram their system or develop a new report to provide the requested data, Contractor will have 5 business days to provide the requested information to DPD.

3. Change Requests and Program Forms

- a) The Denver Police Department may request changes to processes used including review codes. The DPD will submit these change requests in writing via email. Requested changes will be incorporated by the Contractor within 7 business days of the date of DPD's change request.
- b) The Contractor will be responsible for reviewing any Contractor internal documents to ensure the change request is captured accurately in the Contractor internal documents. The Contractor will request any clarifications to the change request in writing via email.

- c) The Contractor will provide any Contractor internal documents relating to the change request upon request by the Denver Police Department within 5 business days of the request.

4. Incident Processing

- a) An incident is defined as the cameras firing and capturing an event.
- b) The Denver Police Department will have direct access to all violations for the one (1) year specified in the Statement of Work. Contractor will provide, in writing, to the Denver Police Department an outline of when rejected incidents are removed from their active servers and if the rejected incidents are accessible via a web based system. If they are accessible via a web based system, Contractor will provide the URL and access to Denver Police Department personnel. If the rejected incidents are not accessible, Contractor will state so and all of the internal DPD processes related to incidents will be adjusted accordingly.
- c) All captured incident data is considered Denver Police Department data whether or not a notice of violation issues from the incident.
- d) If there is no DMV data on the first try, the Contractor will reject it as DMV – No Data.

Photo Red Light Incident Processing

- a) The Denver Police Department will review all Red Light incidents to determine if a violation has occurred with the exception of incidents outlined as "BOTH" in the Red Light Rejections tab in the attached Denver Red Light Review Codes.
- b) There will be a Disapprove button for incident rejections. The incident reasons for rejection will be available via a drop down menu.
- c) The below listed drop down menu items will be used by Denver Police Department personnel only.

Incident Rejections – Denver Police Department

- Cancel Violation – Police Officer Citation Issued
- Confirmation Evidence - No Video or Poor Video
- Data Bar - Incorrect
- Data Bar - Unreadable
- Driver ID - Driver Image Not Captured - EQUIPMENT
- Driver ID - Driver Obstruction - OBSTRUCTED
- Driver ID - Poor Driver Image - ENVIRONMENT

- Driver ID - Poor Driver Image - EQUIPMENT
 - Non Violation – Front Wheels On Stop Bar
 - Non Violation – Funeral Procession
 - Non Violation – Green Light
 - Non Violation – Police Controlled Intersection
 - Non Violation – Vehicle Behind Stop Bar
 - Scene Images – Scene Images Not Captured – EQUIPMENT
 - Scene Images – Unclear Scene Images – ENVIRONMENTAL
 - Scene Images – Unclear Scene Images – EQUIPMENT
- d) The Denver Police Department may request additional specific rejection codes based on the DPD reviews of captured incidents.
- e) The Police Authorization Drop Down items listed below will be immediately available to Denver Police Department reviewers.
- f) Any additional Police Authorization Drop Down menu items will be requested as needed by the Denver Police Department.
- g) The automatic rejections listed below will be considered controllable.

Automatic (“Importer”) Rejections

- Missing Images
 - Missing Video
- h) If there are any other rejections categories that are automatically programmed into the system, known in Contractor terms as “Importer Rejections”, Contractor will outline these in writing within 5 business days of the effective date of the business rules.
- i) If the incident is rejected the noticing cycle ends.
- j) There will be an Approve button for incident approvals and a drop down menu to select the violation type:
- STOP_BAR – Red Light - Stop Bar Violation **OR**
 - REDLIGHT – Red Light Violation
- k) If approved for Stop Bar Violation, a notice of violation will print with a \$40.00 fine and be sent to the registered owner of the vehicle in violation.
- l) If approved for Red Light Violation, a notice of violation will print with a \$75.00 fine and be sent to the registered owner of the vehicle in violation.

m) Contractor shall present Photo Red Light incidents to the Police for review and authorization within 5 to 7 calendar days from the date of incident.

n) The DPD will make every effort to review Photo Red Light incidents and authorize notice of violations for violation within 3 to 5 business days of receipt from Contractor.

Photo Speed Incident Processing

- a) A secondary review by the Denver Police Department is not necessary since each citation is issued by the agent during enforcement by annotating the violation on the Photo Speed Visual Observation Log.
- b) Upon processing by the Contractor, a photo speed Notice of Violation is automatically mailed to the registered owner of the vehicle within 7-10 calendar days from the date of violation.
- e) The incident can be rejected by Contractor for the reasons listed below under "Contractor Allowed." These are the only rejections that can be used by Contractor unless otherwise specified by the Denver Police Department.

Incident Rejections – Contractor Allowed

- DMV - No Data
 - DMV - Temporary Paper Plates
 - Plate - No Plate
 - Plate - Plate Not Captured - EQUIPMENT
 - Plate - Plate Not Captured - OBSTRUCTION
 - Plate - Unable to Read Plate - ENVIRONMENT
 - Plate - Unable to Read Plate - EQUIPMENT
- f) Any rejections by Contractor must be broken out at a minimum by location, incident, user-ID and list the reason for the rejection. This raw data will be in Microsoft Excel format and be available online. If it is not available online it will be provided to the Denver Police Department on request within 5 business days.
 - g) The Denver Police Department, due to the high volume of incidents, will not attempt to resolve gender mismatches or PO Boxes. Businesses will not be rejected at the Notice of Violation stage of incident processing.
 - h) If the person does not:
 - Pay
 - Plead not guilty
 - Does not have the notice cancelled by Denver Police Department

Then the notice of violation will be placed in the Penalty Assessment Notice Review Queue. The Penalty Assessment Review Queue for police review and approval will be online.

- i) Any rejections by Denver Police Department personnel must be broken out at a minimum by intersection, incident, user-ID and list the reason for the rejection.
- j) Receipt from Contractor will be defined as being placed in the Police Authorization Queue.
- k) Contractor shall print and mail the Notice of Violation on approved incidents on or before the 5th calendar day after receipt of authorization from the police.
- l) Receipt from Denver Police Department will be defined as the date the notice of violation is authorized. This is the date of review by the Denver Police Department.
- m) The respond-by date by the recipient shall be 15 days from the date of printing of the notice of violation.
- n) If no response from the first notice in 20 days, a Reminder Notice will be issued. This time allows for 15 days response with 5 days built in for mailing.
- o) If no response by the 45th day after the violation occurred, the notice of violation will be placed in a Penalty Assessment Review queue for police review and approval before a Penalty Assessment Notice will be printed for the appropriate contracted Contractor to attempt process service.
- p) Under no circumstances will a Penalty Assessment Notice be printed and delivered to the appropriate contracted Contractor without an online police review and approval. The Notice of Violation review does not constitute the necessary police review for a Penalty Assessment Notice.
- q) The Penalty Assessment Queue and references to it are understood to mean an online queue.

5. Notice Details

- a) The approved First Notice of Violation and Reminder Notice are attached to these business rules.
- b) These approved notices may be updated by the Denver Police Department as necessary. If an update is made, the updated template will be emailed to the Contractor. Upon receipt of the updated template, the Contractor will acknowledge said receipt by email. The Contractor will also provide a timeline within 2 business days of when the new

notices will be used. The new notices must be used no later than 5 business days after the request is made if the request is for verbiage changes. If a format change is requested the Contractor will provide a timeline for the use of the new forms within 2 business days.

- c) The approved Penalty Assessment Notice is attached to these business rules. If an update is made, the updated template will be emailed to the Contractor. Upon receipt of the updated template, the Contractor will acknowledge said receipt by email. The Contractor will also provide a timeline within 2 business days of when the new penalty assessment notices will be used. The new penalty assessment notices must be used no later than 5 business days after the request is made if the request is for verbiage changes. If a format change is requested the Contractor will provide a timeline for the use of the new forms within 2 business days.
- d) The official template of these notices is maintained by the Denver Police Department. All references to the notices will refer back to the name given them by the Denver Police Department. Any requests by the Contractor to have the Denver Police Department review Contractor programming changes of the notices will refer to the file name given the template by the Denver Police Department.
- e) The registered owner's name on the Notice will read as follows: last name, first name, middle initial with no commas.
- f) The Penalty Assessment Notice will include a date upon which the defendant needs to respond in court (Court Date is defined as the 120th calendar day after the violation occurred. If the date falls on a Saturday or Sunday the date will be the prior Friday).

PHOTO RED LIGHT NOTICES

- a) The Denver Revised Municipal Code ordinance for a red light violation is 54-101(3)(a).
- b) The description for a red light violation will be **Failure to Stop at Marked Stop Line on Red Light**. This description may be changed by the Denver Police Department. These changes will be considered verbiage changes.
- c) The Notice numbering format for a red light violation will be L123456789. (L is for red light, and "123456789" is a nine digit issue number).
- d) The first notice number will be L000300001. The last notice number will be L999999999.
- e) The *minimum* fine plus personal service fee is \$52.00.

- f) The fine amount for a Red Light violation detected by the Red Light cameras is \$40 for Stop Bar Violation and \$75 for Red Light Violation (Through).

PHOTO SPEED NOTICES

- a) The Denver Revised Municipal Code ordinance for a photo speed violation is 54-156.
- b) The description for a photo speed violation will be **Speeding 10 MPH or more over the posted speed limit**. This description may be changed by the Denver Police Department. These changes will be considered verbiage changes.
- c) The Notice numbering format for a red light violation will be S123456789 for Residential violations and Z123456789 for Safety Zone violations. (S or Z is for photo speed, and “123456789” is a nine digit issue number).
- d) The first notice number will be S1000000001 and Z100000001. The last notice number will be S999999999 and Z999999999 accordingly.
- e) The *minimum* fine plus personal service fee is \$52.00. Fines, excluding personal service fees are doubled in Safety Zones.

- f) No notice number shall be repeated for two separate incidents or violations.
- g) The fine amount will be printed on the front of the Notice.
- h) The minimum personal service fee will be \$29.00 and \$12.00 for Service by Certified Mail. This fee may be more if the cost of service is more. The Denver Police Department will have the ability to enter this actual personal service cost directly into the Contractor incident processing system.
- i) The date of issue on the notice is the date Contractor printed and mailed the notice. This is different from the date of the violation and the date of police review. Both dates are included on the notice.

6. Penalty Assessment Notice Process

- a) This online PAN review queue will be accessible by any authorized Denver Police Department user from any computer that has a high speed internet access and the appropriate web browser. The drop down menu items listed below will be immediately available to the Denver Police Department reviewer.

- b) Other PAN drop down menu items will be requested as needed by the Denver Police Department.
- c) Any PAN drop down menu items will only be used by Denver Police Department personnel.
- d) There will be an Approve button with a drop down menu for Personal Service or Service by Mail and a Disapprove button with a drop down menu for PAN reasons for rejection in the PAN review queue.
- e) The drop down menu for PAN reasons for rejection will include the rejection codes listed below.

PAN Rejections – Denver Police Department

PA Cancel Business
 PA Cancel Driver Image
 PA Cancel Expired
 PA Cancel Gender Mismatch
 PA Cancel Govt Vehicle - CCD
 PA Cancel Govt Vehicle - DFD
 PA Cancel Govt Vehicle - DPD
 PA Cancel Govt Vehicle - DPW
 PA Cancel Govt Vehicle - DSD
 PA Cancel Govt Vehicle - Other
 PA Cancel Out-of-State
 PA Cancel PO Box

- f) If the driver, including address information or vehicle information needs to be changed, there must be a method for the DPD reviewer to directly change this information. Changing this information will **not** result in a new notice of violation or the process beginning over.
- g) If the PAN is rejected the noticing cycle ends.
- h) Any rejections by Denver Police Department personnel must be broken out at a minimum by intersection, incident, user-ID and list the reason for the rejection. This raw data will be in Microsoft Excel format and be available online. If it is not available online it will be provided to the Denver Police Department upon request within 5 business days.
- i) If the PAN is approved by the DPD as Approve Personal Service, a Penalty Assessment Notice will print the next business day.

- j) The printed Personal Service PAN will be delivered to the Photo Enforcement Unit Office the next business day after the printing.
- k) If the PAN is approved by the DPD as Approve Service by Mail, a Penalty Assessment Notice will print the next business day and be processed by the contracted Contractor to perform Service by Mail in accordance to the business rules relating to Personal Service by Mail.
- l) The DPD will review the PANS and input the actual fines and costs directly into the Contractor processing system.
- m) The Contractor processing system will have drop down menu items listed below for PAN Serve In Person (SIP) Reviews.
- n) The DPD will request additional drop down menu items as needed.
- o) These drop down menu items will be for DPD personnel only.

PAN SIP Reviews

- PAN Reviewed – File in Denver County Court
- PAN Reviewed – Not Filed (Image)
- PAN Reviewed – Not Filed (Gender)
- PAN Reviewed – Not Filed (Not Proper Service)
- PAN Reviewed – Not Filed (Other)
- PAN Reviewed – Not Filed (Served Past 90 Days)
- PAN Reviewed – Not Filed (Paid Unsuccessful Serve)
- PAN Reviewed – Not Filed (Paid Successful Serve)
- PAN Reviewed – Contractor SIP Fee Add
- PAN Reviewed – DPD SIP Fee Add

7. Correspondence Processing

- a) Correspondence will be delivered to the Denver Police Department daily.
- b) The correspondence will not be held for processing by Contractor prior to being delivered to the Denver Police Department other than entering it into the Daily Correspondence spreadsheet.
- c) The citation number, last name, first name, and middle initial of the correspondence being sent over will be entered into the Daily Correspondence spreadsheet.
- d) The only type of correspondence that will be designated by Contractor Denver Office personnel is OTH2.

- e) OTH2 correspondence is defined as correspondence where a payment has been received but there is some type of correspondence attached. The payment is processed and the correspondence is sent to the Denver Police Department.
- f) This spreadsheet will be sent via email to the DPD by 3:00 PM each day Monday through Friday, excluding City holidays.
- g) The correspondence will be entered into the spreadsheet the day it is received from the drop box.
- h) The correspondence contained in the spreadsheet will be brought to the Photo Enforcement Office no later than 9:00 AM each day Monday through Friday, excluding City holidays unless otherwise approved by the City.
- i) The Correspondence Drop Down items listed below will be available to Denver Police Department reviewers.
- j) Additional Correspondence Drop Down menu items will be requested as needed by the Denver Police Department.
- k) These drop-down menu items will be used by Denver Police Department personnel only.

Correspondence Drop Down Menu Items

Accepted Nomination
 Accepted Not Pictured Driver
 Accepted NPD CD
 Accepted Other
 Rejected NPD/NOM
 Rejected Other

- a) After the drop down menu item is selected the letter indicated in the drop down menu (N1, N2, O1, O2) will be printed the next business day. The letter will be mailed out to the recipient the next business day after it has been printed.
- b) This process will be automated and will not require the Denver Police Department to send a spreadsheet with the review results to the Contractor Office.
- c) Upon processing by the Denver Police Department, the files will be sent to the Denver Contractor Office for storage until they can be scanned. They will be stored for the length of the time outlined in the contract. Prior to any destruction of the hard copy correspondence, the Denver Police Department will be notified of the pending destruction of the hard copy correspondence.

- d) The hard copy correspondence will be returned to the Denver Police Department upon request.
- e) Once the documents are scanned, direct access will be given to the Denver Police Department to access the electronic record.
- f) A "nomination" is when the registered owner identifies the driver of the vehicle at the time of the violation. The Denver Police Department will determine if a nomination is valid.
- g) The registered owner is not required to nominate the driver of the vehicle to have their notice or penalty assessment notice reviewed by Denver Police Department personnel as a Not Pictured Driver Affidavit.
- h) The registered owner will have the ability to nominate another driver by completing the Affidavit on Coupon B on the Options Coupon Page.
- i) The Notice number format for nominations will be the same for Notices of Violation and Penalty Assessment Notices.
- j) The registered owner will be required to mail the not pictured driver and/or nomination form to the P.O. Box established for the Red Light Program.
- k) Contractor will provide in writing the name of the point of contact at the Contractor Office designated to receive email notification of correspondence reviews. Contractor will provide the email address of the designated point of contact. This is only applicable to the manual process currently used. Once the system is automated, the email review result notifications will cease unless otherwise approved by the Denver Police Department. This email notification may include all correspondence reviewed not just the nominations received.
- l) These approved letters may be updated by the Denver Police Department as necessary. If an update is made, the updated template will be emailed to the Contractor. Upon receipt of the updated template, the Contractor will acknowledge said receipt by email. The Contractor will also provide a timeline within 2 business days of when the new letters will be available for use. The new letters must be used no later than 5 business days after the request is made if the request is for verbiage changes. If a format change is requested the Contractor will provide a timeline for the use of the new forms within 2 business days. The new letters must be used no later than 15 business days after the request is made if the request is for verbiage changes.
- m) The official template of these notices is maintained by the Denver Police Department. All references to the notices will refer back to the name given them by the Denver Police Department. Any requests by the Contractor to have the Denver Police Department

review their programming changes of the notices will refer to the file name given the template by the Denver Police Department.

- n) Contractor Customer Service will refer all phone calls relating to these forms to the Photo Enforcement Office at 720-337-1114.
- o) Contractor will provide a hard copy of the Notice of Violation with all Correspondence sent over to the Denver Police Department.
- p) Contractor will mail the newly nominated Notice which will contain a new review date and respond-by date.
- q) Once approved, the original notice to the registered owner will be cancelled. Nominated notices will be mailed to the defendant on or before the 5th calendar day after receipt of authorization from the police.
- r) The respond-by date for a nomination shall be 20 days from the date of issue.
- s) The registered owner will have the option to indicate whether the vehicle was sold prior to or stolen at the time of the violation, by sending in written correspondence to the PO Box that includes a copy of the police report filed.
- t) The Denver Police Department will review the correspondence and either approve or reject the cancellation of the Notice of Violation.
- u) There are no limits on the number of times correspondence can be received, reviewed and updated in the Contractors processing system.
- v) The Denver Police Department will update the Contractor processing system with the appropriate Correspondence Review codes.
- w) If the registered owner of the vehicle in violation states they are not the pictured driver of the vehicle at the time of the violation, they are required to fill out Coupon B and send in a clear, legible photocopy of their drivers' license. They will be required to mail the Not Pictured Driver Affidavits with the supporting documentation to the P.O. Box established for the Red Light Program.

8. Court Processing and Codes

- a) The following Court Processing Codes will be available to Denver Police Department employees updating the end of life cycle adjudication outcomes.
- b) The minimum outcome codes will include:
 - Found Not Guilty

- Found Guilty
 - Motions to Dismiss – Poor Image Quality
 - Motion to Continue – City
 - Motion to Continue – Defendant
 - Motion to Dismiss – Contractor Related
 - Dismissed – Court
- c) The following Court Settings codes will be available to Denver Police Department employees updating the citation status:
- Not Guilty Plea Entered - Hearing Date Set
 - Motions Hearing Scheduled
- d) The Contractor will prepare Court Packets for the Denver Police Department for all final hearing cases. DCC emails Xerox / DPD a Final Hearing list weekly. Final Hearing list includes citations set for final hearing by the citizen. 21 days prior to final hearing date, prepared court packets are due to Photo Enforcement Office from the Contractor.

9. Reports

- a) Any raw data requests made by the Denver Police Department to Contractor will be provided within 5 business days of the request for the raw data.

10. Undeliverable Mail

- a) Notices issued to an undeliverable address will be returned to the Contractor's Denver office. Undeliverable notices with a forwarding address will be immediately readdressed by the Contractor in their Contractor processing system and mailed to the new address. The notice will be updated showing the new address and will not contain a new date of issue and respond-by date.
- b) Undeliverable Notices returned to the Contractor's Denver office with no forwarding address will be entered into a daily spreadsheet. The status for these citations will be updated to show NIXIE. This spreadsheet will be delivered to the Denver Police Department no later than weekly by the close of business, 5:00 PM on Friday.
- c) The returned mail will be stored at the Denver Contractor Office by the date they are received in the drop box. They will be stored for the length of the time outlined in the contract. Prior to any destruction of the hard copy returned mail the Denver Police Department will be notified of the pending destruction of the hard copy returned mail.
- d) The hard copy returned mail will be returned to the Denver Police Department on request.

- e) Once the documents are scanned, direct access will be given to the Denver Police Department to access the electronic record.

11. Customer Service Phone Calls

- a) The Denver Police Department will be responsible for handling all customer service correspondence; via email, phone or written.
- b) Any inquiries received by Contractor will be forwarded to the Denver Police Department immediately.
- c) All official letters and documentation produced by Contractor for the Denver Police Department will include the Photo Enforcement Unit Office Number (720-337-1114).

12. Online Citation System Access

- 1) Unique User Identifications
 - a) All authorized persons will be issued a unique username and temporary password to access the Contractor's online system by the Contractor.
 - b) The format of usernames should be the first initial follow by the whole last name. For example, John Smith would have a username of jsmith. In the case of duplicate usernames a number may be added at the end.
 - c) DPD will designate the level of access each individual user is allowed.
- 2) Requests & Troubleshooting
 - a) Request for new user logins will be sent by DPD to Contractor electronically. All requests will be processed within two business days
- a) Contractor will provide a toll free Help Desk phone number for login and password issues or any other technical difficulties from 09:00am to 05:00pm (MST).

13. Deployment Locations & Location Codes

- a) DPD will produce and maintain the Deployment Location List containing all designated photo speed location information. The Contractor's citation processing system will include a method to rapidly update their system based upon changes to the Deployment Location List.
- b) A digital location list will exist in each van so that when a DPD employee enters the location code into the van laptop the relevant location information automatically populates.

c) Any amendments or additions to the current location listing will be requested by DPD and sent by email correspondence to the Contractor. Location information will include:

- Location Code
- Block Numbers
- Street Direction
- Street
- Direction of Travel
- Speed Limit
- Enforced Speed Limit
- Lanes
- Park / Residential / School Name (if applicable)
- District

d) Upon receipt of the location amendment or addition request the Contractor will update their system and all van laptops within 2 business days.

14. Field Service Technicians (FSTs)

1) Availability & Coverage

a) Contractor will ensure that at least one Field Service Technician is on call and available by _____ phone and email at any given time during Photo Enforcement business hours (Sun - Sat 0600 – 2130).

b) The on call FST will be able to respond to phone calls within 30 minutes and be able to be on site for photo van maintenance / technical issues within 1 hour of notification.

c) Contractor will provide DPD a monthly on-call FST schedule.

15. Collections Process

Collections Eligibility Status

Denver County Courts (DCC) will be responsible for updating the Photo Enforcement system to reflect all fine reductions and status changes resulting from court case judgments. DCC will update the online system to reflect all changes within 5 business days of the judgment date.

Approximately 30 days after a guilty judgment has been entered by DCC, Photo Enforcement Contractor will update the status of all outstanding citations to “Collections Eligible.”

Photo Enforcement Contractor will compile a list of collections eligible citations to be sent electronically to the Collections Contractor monthly. This file will include:

Status
 Citation # PIN #
 Violation Date
 Violation Location
 License Plate # of Violator
 State of License Plate
 Violator Name
 Violator Address
 Outstanding Fine Amount Due
 Collection Fee

Referrals to Collections

When the Photo Enforcement Contractor refers a Photo Enforcement account to the Collections Contractor, the total amount indicated for collection will reflect the outstanding fine and additional fees owed by the defendant plus the authorized collection fee based on the schedule set forth below. Collections contractor will direct defendants to remit the total amount due directly to DPD, either by mail or through the online Photo Enforcement payment portal. Collections contractor will use a standard form to notify citizens of delinquent citations. Should a defendant have multiple past due citations the Collections Contractor will make efforts to include all citations on one letter.

For each delinquent account referred, the Collections Contractor shall use due diligence to collect the outstanding fine balance until it has been paid in full or until DPD directs the Contractor to discontinue collection efforts.

Collection Fees Schedule

Class Three and Class Four Debts. Except for those debts settled by the Law Firm in accordance with Article 2.B(1) c and d, below, the Law Firm may retain, as full and complete compensation for all collection and legal activities concerning Class Three and Class Four Debts, an amount not to exceed all or a portion of the collection fees authorized by D.R.M.C. §53-4(b) according to the schedule set forth below that directly and proximately results from the Law Firm’s services and successful collection of debts owed to the City.

Amount of Debt	Authorized Collection Fee	Law Firm’s Fee
\$0.01 to 50.00	\$20.00	\$20.00
\$50.01 to 100.00	30.00	\$30.00
\$100.01 to 150.00	\$40.00	\$40.00
\$150.01 to 200.00	\$60.00	\$60.00
\$200.01 to 300.00	\$80.00	\$80.00
\$300.01 and above	30% of the debt amount	81.67% (of 30% collection fee)

Compensation and Payment Reporting

Photo Enforcement Contractor will electronically provide DPD and Collections Contractor with a monthly payment report. The payment report will include:

Status
Citation #
PIN #
Violation Date
Violator Name
Violator Address
Amount Paid
Payment Date

Upon receipt of the payment report the Collections Contractor will immediately discontinue collection efforts on all citations listed within the report.

Collections Contractor will provide a monthly invoice to DPD identifying the citation number, the defendant name, date collected, amount collected and Contractor's fee. DPD will verify monthly invoices and submit to DPD Finance within 5 business days of receiving.

Collections Contractor shall also provide DPD with a detailed annual Recovery Report and provide additional Client Status Reports at the request of DPD.

Recalling Accounts

It will be the sole discretion and right of DPD to recall any account from collection. DPD will notify Collections Contractor via email to discontinue collections effort and provide a brief explanation. DPD will notify Photo Enforcement Contractor who will be responsible for updating the citation status.

Customer Service and Disputes

For all disputes or case file history the Collections Contractor will contact DPD for clarification and additional documentation.

16. Consumables Account

- 1) Office Supplies
 - a. Contractor will designate a specific office supply Contractor so as the Denver Police Department can review products either online or by catalog.

b) The Denver Police Department will submit a monthly office supply order to Contractor for all supply requests. Order will be sent by DPD to Contractor and will include:

- Date requested
 - Description of item
 - Quantity of item
 - Item number
 - Unit Price
 - Sub Total
 - Grand Total
- 2) All requests received by Contractor will be processed within 2 business days and should be received by DPD within 2 weeks.
 - 3) Contractor will monitor consumables account and provide a monthly invoice and report of funds spent and funds remaining to DPD.
 - 4) Any substitutions for items must be approved by DPD.

EXHIBIT C

SAMPLE PERFORMANCE BOND WORDING (ANNUALY/RENEWABLE PERFORMANCE BOND)

Bond Number: _____

PERFORMANCE BOND

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

EXHIBIT B-CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2016

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 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).

PRODUCER MARSH USA, INC. 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: ACS.CertRequest@marsh.com	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ E-MAIL ADDRESS: _____ FAX (A/C, No): _____														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : Indemnity Ins Co Of North America</td> <td>43575</td> </tr> <tr> <td>INSURER D : ACE Fire Underwriters Ins. Co.</td> <td>20702</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : N/A	N/A	INSURER C : Indemnity Ins Co Of North America	43575	INSURER D : ACE Fire Underwriters Ins. Co.	20702	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Xerox Business Services, LLC 2828 N Haskell Avenue Dallas, TX 75204															

COVERAGES **CERTIFICATE NUMBER:** NYC-007894232-28 **REVISION NUMBER:** 7

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 CERTIFICATE 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.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		HDO G27403359	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ISA H08866892	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLR C48597208 (AOS) WLR C48597166 (AZ, CA and MA) SCF C48597245 (WI)	01/01/2016 01/01/2016 01/01/2016	01/01/2017 01/01/2017 01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: City and County of Denver Photo Enforcement Contract
Named Additional Insured: Xerox State & Local Solutions, Inc

CERTIFICATE HOLDER

City and County of Denver
Municipal Operations
201 West Colfax Avenue, Dept 1207
Denver, CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Daniel Rivera *Daniel O. Rivera*

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: POLIC-201627552-00

Contractor Name: XEROX STATE & LOCAL SOLUTIONS INC

By: *Z Miller*

Name: *Lewis Miller*
(please print)

Title: *Vice President*
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

