



**RFP-21-06  
ADDENDUM 2  
License Plate Reader Equipment / Data Collection**

**DATE:** March 25, 2021

**FROM:** Jennifer Nellis, Purchasing Agent

**PROPOSAL DUE DATE: THURSDAY, APRIL 1, 2021, BY NOON OUR CLOCK**

The following information is provided to all prospective offerors and is hereby made a part of the above-referenced proposal documents. **Proposers must acknowledge this Addendum 2 with their submittal.** This addendum is a total of seven pages.

**CLARIFICATION, ADDITIONAL INFORMATION, CHANGES:**

**CORRECTION:**

Please disregard the response to question 1 of Addendum 1. The correct contact for Lumen inquiries is

**Joe Houston**  
Strategic Account Manager  
State and Local Government - Public Safety  
LexisNexis Risk Solutions  
636.438.8746 Mobile  
joe.houston@lexisnexisrisk.com

**CLARIFICATION of Lumen Connectivity:**

For the Lumen connection, ALPR records must be available via a standard ODBC connection to a commercially available off-the-shelf database, or files stored on a file server. LNRS shall integrate the following types of data, if available, from each ALPR data source:

- i. Map coordinates of read
  1. Customer must provide documentation of the map coordinate system used.
- ii. Date/time of read
- iii. License plate number of read.
- iv. Up to two images per read, in a standard image format, each not to exceed 50 kilobytes average size.
  1. LPR images must be either (1) stored as binary data in the same database as the LPR records, or (2) stored as files on a file server to which Customer/Vendor has provided LNRS access. Customer/Vendor shall provide documentation as necessary to support linking LPR images to LPR reads.

Proposals must provide all details to support a Lumen connection.

Proposals must indicate where data will be stored (Lumen or other option), and at what cost, if there is a cost to store or access data. The City may also choose to establish an independent Lumen account for ongoing storage of data; or may elect to keep data in house.

**CLARIFICATION of question 2 of Addendum 1:**

According to Joe Houston, there is a new pricing structure for Lumen. There is no user license to purchase, but there are fees based on the number of reads to be stored.

1. For the fixed systems will the city supply power to the poles?  
The City does have approval to have LPR equipment installed on CDOT traffic signal poles at both intersections. Therefore, see the attached CDOT Terms and Conditions of Automated License Plate Reader Permits to learn about specific installation requirements. (5 pages)

Our understanding from reading the CDOT Terms and Conditions is that their poles should be equipped with power and that the City will be able to attach any equipment of this nature subject to their agreement. **For purposes of the proposal – assume that power is available at the poles.**

2. Will the city be providing Ethernet or sim cards?  
The City will NOT be providing Ethernet or sim cards. Please include the recommended solution in your proposed submittal. Cellular connection is preferred by the City IT division.
3. What services will be provided by the city technician, does that include electric and/or use of bucket truck?  
The expectation is that fixed LPR equipment is installed and connected to operational standards by the awarded supplier/contractor. Installation will definitely require the use of a bucket truck. The City does NOT intend to provide use of such equipment.  
  
The City technician (a Police Officer) may assist in testing and validating performance of the installed LPR equipment, and only with the understanding that all responsibility for the functional system remains with the awarded firm.
4. What other means of support will the city provide?  
The City will request the Utility/Special Use permit(s) for ALPR Systems on CDOT ITS Infrastructure from the Colorado Department of Transportation, and will require that all performance expectations are met.
5. Can (the City) confirm that the Fixed ALPR equipment must integrate with the City's existing BOSS4 system?  
No, it does not need to integrate with the City's current system.
6. Is there any requirement to provide data sharing / inter-operability with other CAPTA/CMATT agencies LPR systems at Lakewood, Edgewater and Denver PD?  
The data-sharing will occur via Lumen. There is no requirement or need to have any direct connect to other agencies' LPR systems or data warehouse.

Should the installed ALPR system for two intersections exceed the established budget of \$66,000, the City will allow a second alternate proposal to demonstrate what can be accomplished within the established budget of \$66,000 remembering that this too shall include 5 years of maintenance and warranty. For example: the 2nd option might not include installation, but would need to include adequate installation instructions, and not change the warranty terms.

Visit the City website for bid documents, addendum, project updates at [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us) Bids & Proposals tab.

**POINT OF CONTACT:** Jennifer Nellis, Purchasing Agent, [jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us) or phone 303-235-2811. Do not contact the user department or evaluation committee.



## Terms and Conditions of Automated License Plate Reader Permits:

Law enforcement agencies have approached CDOT requesting permission to affix or install Automated License Plate Readers (“ALPR”) on certain CDOT Intelligent Transportation Systems (“ITS”) infrastructure. CDOT supports working with law enforcement agencies regarding use of ALPR that have demonstrated high levels of efficiency and effectiveness in identifying, interdicting and apprehending stolen vehicles and criminal offenders. CDOT believes that it is reasonable to allow law enforcement agencies to affix or install ALPR and necessary equipment (collectively the “ALPR System”) on certain CDOT ITS infrastructure, provided that the ALPR System is used in an appropriate manner and only for bonafide public safety purposes, and that the ALPR System and data generated by the ALPR System is only used for official and legitimate law enforcement business. The Colorado State Patrol (“CSP”) has developed ALPR evaluation assessment and checklist criteria that law enforcement agencies must complete, and which CSP must review and approve, prior to law enforcement agencies approaching CDOT to request permission to affix or install the ALPR System on any CDOT ITS infrastructure. The applicant expressly affirms that the ALPR System has been reviewed and approved in writing by authorized CSP personnel in accordance with applicable CSP ALPR evaluation and assessment and checklist criteria; therefore, the applicant requests permission to affix or install the ALPR System on CDOT ITS infrastructure. **Applicants must comply with all the following terms and conditions for each Utility/Special Use Permit for ALPR Systems on CDOT ITS Infrastructure. If the applicant fails to comply with the terms and conditions of this permit, this permit and any current permits issued to the undersigned applicant by CDOT shall terminate.**

ITS infrastructure including all ancillary cabling, connectors, cabinets and other shall be solely owned by CDOT. All infrastructure consisting of the ALPR System that the applicant procures and affixes or installs on ITS Infrastructure shall be solely owned by the applicant, except the applicant shall not own the ITS Infrastructure or any real property within the State Highway Rights-of-way (ROW).

The applicant is responsible for all the following functions:

1. Include written approval from authorized CSP personnel that the ALPR System has been reviewed and approved in accordance with applicable CSP ALPR evaluation and assessment and checklist criteria.
2. Ensure that the ALPR System is free and clear of any and all debt including, but not limited to, materials, labor installation cost and any and all sub-contractors hired by the applicant and any and all other legal actions, claims, liens, etc. that might be levied against the ALPR System installed on CDOT ITS Infrastructure in the state highway ROW.
3. Recognize and acknowledge that the ALPR System on CDOT ITS infrastructure is to be used in an appropriate manner and only for bonafide public safety purposes, and that the ALPR System and data generated by the ALPR System is only used for official and legitimate law enforcement business.
4. Manage and administer the records, billings and payments, and all related activities to ensure that all applicable federal and state statutes, regulations, standards, plans, specifications and procedures are satisfied.
5. Provide to CDOT (“As-Constructed ALPR Plans”) within sixty (60) days following final acceptance of the ALPR System affixed or installed on the ITS infrastructure by the CDOT Inspector. The As-Constructed ALPR Plans shall be provided in the same electronic format as the ALPR Plans and in SHP file format.



6. Apply for and obtain the applicable CDOT Region Utility/Special Use Permit for the installation and/or related construction activity as part affixing or installing the ALPR System and comply with all applicable provisions, terms, and conditions of the applicable CDOT Region Utility/Special Use Permit for ALPRs.
7. Apply for and obtain the applicable CDOT Region Maintenance permit in order to perform maintenance activities on the ALPR System and comply with all applicable provisions, terms, and conditions of the applicable CDOT Region Maintenance Permit.
8. Apply for and obtain all other federal, state and/or local permits that may be necessary to affix or install the ALPR System on the ITS infrastructure and as a condition of obtaining the CDOT Region Utility Permit. It shall be the sole responsibility of the applicant to pay for all associated fees and costs of such permits and comply with the terms and conditions of such permits.
9. Perform all construction related activities regarding affixing or installing the ALPR System on the ITS infrastructure in accordance with approved ALPR Plans CDOT's 2017 version of Standard Specifications for Road and Bridge Construction, as applicable, and project schedules and permit requirements to the extent required under this Agreement, and pay for all costs associated with affixing or installing the ALPR System on the ITS infrastructure including all communications costs reoccurring and otherwise, solely at the applicant's expense without seeking reimbursement from CDOT in any manner whatsoever.
10. Require in writing that any and all contractors, sub-contractors, agents and entities involved in the performance of the Work related to affixing or installing the ALPR System on the ITS infrastructure comply with and adhere to all terms, conditions and provisions identified in this document and all applicable CDOT Region Permit(s).
11. Remedy any and all damage(s), solely at the applicant's expense and without seeking reimbursement from CDOT in any manner whatsoever, to the ITS infrastructure caused as a direct result of improper or careless affixing or installing or maintaining the ALPR System on the ITS infrastructure.
12. Perform all maintenance activities on the ALPR System including, but not limited to, upgrades, replacements, firmware, and software and other solely at the applicant's expense without seeking reimbursement from CDOT in any manner whatsoever, in accordance with the terms and conditions of the CDOT Region Maintenance Permit.
13. Not impede or restrict in any manner whatsoever CDOT performance of maintenance to the ITS infrastructure, which CDOT may perform at any time and to the extent necessary as determined solely based on CDOT's discretion and authority.
14. Not impede, restrict or interfere with the functionality or maintenance in any manner whatsoever of third-party devices installed on the CDOT ITS infrastructure, which third parties may perform at any time and to the extent necessary with written approval from CDOT.
15. Waive all claims against CDOT should CDOT exercise its right, subject to and in accordance with the provisions, terms and conditions of this Permit, to terminate this Permit.

The Colorado Department of Transportation is responsible for the following functions:

1. Issue the CDOT Region Maintenance Permit within forty-five (45) days of receiving the applicant's properly completed application provided that no mitigating circumstances or other issues must be addressed thereby making issuance of said CDOT Region Maintenance Permit not possible within forty-five (45) days.
2. Perform construction inspection activities related to affixing or installing the ALPR System on the ITS infrastructure, as deemed necessary and at CDOT's sole discretion, to ensure that the ALPR



System is properly affixed or installed on the ITS infrastructure in accordance with approved ALPR Plans and CDOT's 2017 version of Standard Specifications for Road and Bridge Construction.

3. Allow the applicant to connect the ALPR System to the electrical power source on the ITS infrastructure, solely in CDOT's discretion, provided that said connection is performed in accordance with the ALPR Plans and approved by CDOT, and pay for the ALPR System monthly reoccurring electrical charges, solely at CDOT expense and without seeking reimbursement from the applicant, as part of and combined with the ITS infrastructure. CDOT shall be solely responsible for terminating the electrical power source for the ALPR system, if the applicant utilizes CDOT's existing power infrastructure.

The following maintenance provisions shall apply to the applicant's ALPR System affixed or installed on ITS infrastructure:

1. Routine Maintenance: The applicant shall be solely responsible to perform routine maintenance on the ALPR System including, but not limited to, upgrades, replacements, firmware, and software and other. Routine Maintenance shall also include performing locates on any lateral fiber cable that the applicant owns and/or is installed in the vicinity of the ITS infrastructure to perform a communication connection to the ALPR System within three (3) business days from receipt of Utility Notification Center of Colorado (UNCC) notice unless Force Majeure, severe weather, highway closures or extreme safety hazards exist. The applicant shall perform all Routine Maintenance at its own expense and shall not seek reimbursement from CDOT for any and all cost associated with Routine Maintenance performed by the applicant on the ALPR System.
2. Registering Lateral Fiber Owned by Applicant with UNCC: The applicant shall register and pay for all fees solely at the applicant's expense to register any Applicant-owned lateral fiber cable that the applicant installed in the vicinity of the ITS infrastructure to perform a communications connection to the ALPR System with the UNCC.
3. Emergency and Extraordinary Repairs: The applicant shall be solely responsible to perform Emergency and Extraordinary Repairs on any Applicant-owned lateral fiber cable that the applicant installed in the vicinity of the ITS infrastructure to perform a communications connection to the ALPR System. For purposes of this Section, Emergency and Extraordinary Repairs shall mean repairs required because the Applicant-owned lateral fiber cable has been cut, severed or crushed. The applicant shall perform necessary Emergency and Extraordinary Repairs, including repairing or replacing the conduit and splicing and reconnecting of the fibers in the Applicant-owned lateral fiber cable solely at its own expense and shall not seek reimbursement from CDOT for any and all cost associated with Emergency and Extraordinary Repairs performed; except to the extent that such damage is caused by CDOT in which case Agency should file a liability claim through the normal CDOT claims process; however, provided only that Applicant-owned lateral fiber cable was properly registered with the UNCC as identified in paragraph 2 above in this same Section and that Applicant-owned lateral fiber cable was properly located as identified in paragraph 1 above in this same Section.
4. Notification: In the event that the applicant performs Emergency and Extraordinary Repairs identified in paragraph 3 above in this same Section, the applicant shall notify CDOT as soon as is reasonable and practicable, and shall make reasonable effort to notify the applicable CDOT Region permit office and the CDOT ITS Branch while such Emergency and Extraordinary Repair is in progress. The applicant's notification shall include, to the extent practicable, the nature,



location and duration of the Emergency and Extraordinary Repair, and shall be to the applicable CDOT Region permit office and the CDOT ITS Branch.

4. Entering Other Party's Pull Boxes, Vaults and Manholes: For safety and security reasons pertaining to the ALPR System and to the ITS infrastructure, neither Party, including but not limited to, that Party's employees, subcontractors, agents, entities, etc. shall enter the other Party's pull boxes, vaults and/or manholes without receiving written permission, which shall be acceptable in the form of email.
5. Leaving Area of Maintenance and Repair in Good Condition: The applicant shall, with respect to any and all maintenance and repair activities performed on the ALPR System including any Applicant- owned lateral fiber cable within the State Highway ROW, restore the affected area, including but not limited to, landscaping, trees, sod, sprinkler systems and pathways, to the same or better condition as before. Failure by the applicant to comply with this provision shall provide basis for CDOT to recover from the applicant for all cost, fees, damages, as well as any and all other remedies that are afforded CDOT within this Agreement or by law. The applicant shall maintain the ALPR System and any Applicant-owned lateral fiber cable within the State Highway ROW in good repair and in tenantable condition free of trash and debris.
6. Relocation: Each Party recognizes that from time to time due to highway and/or transportation projects in the State Highway ROW, it may become necessary to relocate the either a portion, or all, of the infrastructure installed in the ITS infrastructure. If such relocation becomes necessary for whatever reason, CDOT shall be solely responsible for all costs incurred to relocate the ITS infrastructure and the applicant shall be solely responsible for all cost incurred to relocate the ALPR System and including any Applicant-owned lateral fiber cable within the State Highway ROW. To accomplish relocation of the ALPR System and including any Applicant-owned lateral fiber cable within the State Highway ROW for which the applicant is solely and entirely responsible, the applicant shall have the following two (2) options:
  - a. Hire a competent contractor to relocate the ALPR System and including any Applicant-owned lateral fiber cable within the State Highway ROW in accordance with CDOT construction plans and schedules. The applicant shall direct such contractor to coordinate with the contractor CDOT hires to perform construction and relocation of the ITS infrastructure to ensure that the ALPR System and including any Applicant-owned lateral fiber cable within the State Highway ROW are relocated in a coordinated manner and that the project is successfully completed.
  - b. Authorize the contractor hired by CDOT to relocate the ITS infrastructure in accordance with CDOT construction plans and schedules. The applicant shall be solely responsible to pay for all cost associated to relocate the ALPR System and including any Applicant-owned lateral fiber cable within the State Highway ROW.

Due to the vested interest that the applicant has in the ALPR System and including any Applicant- owned lateral fiber cable within the State Highway ROW, CDOT shall use commercially reasonable efforts to give the applicant notice of relocation as soon as CDOT becomes aware of such relocation, and CDOT shall keep the applicant well informed throughout the entire relocation process, including but not limited to, development of relocation project plans and schedules. Also, CDOT shall give the applicant an official notice that identifies the schedule at least sixty (60) days prior to the commencement of such relocation project.

7. Right of Access: It is understood and agreed that the applicant intends to use the ALPR System in an appropriate manner and only for bonafide public safety purposes, and that the ALPR System and data generated by the ALPR System is only used for official and legitimate law enforcement



business. The applicant shall also have the right to access the ITS infrastructure to perform Routine Maintenance and Emergency and Extraordinary Repairs activities pursuant to this Agreement and in accordance with the terms and conditions identified in the CDOT Region Maintenance Permit.

CDOT shall at all times have the right to access and inspect all equipment and infrastructure within the ALPR System to ensure that it complies with environmental regulations, the terms and conditions of this CDOT Region Utility Permit, the CDOT Region Maintenance Permit and/or other applicable laws, rules, and regulations. The applicant shall not use the ALPR System and including any Applicant-owned lateral fiber cable within the State Highway ROW for any purposes other than those identified in this applicable CDOT Region Utility Permit and the CDOT Region Maintenance Permit without the express written consent of CDOT.

8. Loss of Use: The applicant's loss of use of the ITS infrastructure including electrical power allowed by CDOT to the ALPR System shall not entitle the applicant to any damages or loss from CDOT, in any manner whatsoever, for loss of use, which loss of use could be attributed, but not limited to, as a result of any maintenance or relocation of the ITS infrastructure or any other activity described in this same Section or any other unforeseen circumstance that may result in such loss of use, and such loss of use does not relieve the applicant from any obligations assumed by this Permit, or from complete and proper fulfillment of the terms and conditions of this Permit, neither does it entitle the applicant to any compensation for damages or loss from CDOT, in any manner whatsoever, for such loss of use.

#### Contact Information

CDOT Region Permit Offices contact information can be found here:

<https://www.codot.gov/business/permits/utilitiesspecialuse>

#### CDOT ITS Branch

\_\_\_\_\_ I have read, reviewed and understand CDOT's Terms and Conditions for Automated License Plate Readers ("Terms and Conditions") in their entirety and expressly agree to fully comply with all Terms and Conditions.