THE CITY OF OKLAHOMA CITY
A Municipal Corporation

CONTRACT

APPROVED by the Council and SIGNED by the Mayor of The City of Oklahoma City this
_______ day of ________________, 2016.

ATTEST:

____________________________________  ____________________________________
CITY CLERK      MAYOR

AVAILABILITY OF FUNDS CERTIFICATE

I, the undersigned encumbering officer of The City of Oklahoma City do hereby certify that the designated
fund and account number as follows:  Capital Improvement-Streets Improvement Capital- CIP-Public Works-
Project No. PM-0261-Public Works Department-Other Capital–Inertial Profiling System– Equipment (039-0177-
3303900-OTHCP-PM-0261-54164010) have a sufficient balance to satisfy this obligation of Ninety Two
Thousand Seven Hundred Ninety Four and No/100 ($92,794) Dollars.

___________________________________________________
ENCUMBERING OFFICER of The City of Oklahoma City

Reviewed for form and legality.

____________________________________________________
ASSISTANT MUNICIPAL COUNSELOR

March 2012
<table>
<thead>
<tr>
<th>Item #</th>
<th>Line Item</th>
<th>Notes</th>
<th>Unit Price</th>
<th>Qty/Unit</th>
<th>Atch.</th>
<th>Docs</th>
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</thead>
<tbody>
<tr>
<td>17000-01-01</td>
<td>Inertial</td>
<td>Supplier Product Code: CS9300-HSP</td>
<td>First Offer -</td>
<td>1 / each</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Profiling</td>
<td>Supplier Notes: Estimate 30-45 days for delivery after receipt of purchase order.</td>
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<td></td>
<td>System:</td>
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</tr>
<tr>
<td>17000-01-02</td>
<td>Inertial</td>
<td>Supplier Product Code: CS9300-HSP</td>
<td>First Offer - $92,794.00</td>
<td>1 / lump sum</td>
<td>$92,794.00</td>
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<td>Attachment</td>
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Lot Total $92,794.00
Supplier Total $92,794.00
<table>
<thead>
<tr>
<th>Surfaces Systems &amp; Instruments, Inc.</th>
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</thead>
<tbody>
<tr>
<td>Item: Inertial Profiling System: Cost Breakdown Attachment</td>
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### Attachments

| SSI Bid_CS9100-CS9300 Profiling System_City of Oklahoma City_160707.pdf |

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City of Oklahoma City and its Trusts

BidSync

8/9/2016
## QUOTE
**(CS9300 Inertial Profiling System)**

**City of Oklahoma City**  
Department of Public Works/Engineering Division  
420 West Main Street, Suite 700  
Oklahoma City, Oklahoma 73102

<table>
<thead>
<tr>
<th>Quote No.</th>
<th>Date</th>
<th>Customer P.O.</th>
<th>Terms</th>
<th>Notes</th>
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<tr>
<td>1608081</td>
<td>August 8, 2016</td>
<td>BID 17000</td>
<td></td>
<td>Remit to P.O. Box 790, Larkspur, California 94977</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SSI CA Small Business Certification # 1765609</td>
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<td>SSI U.S. Taxpayer ID: 39-1850182</td>
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<thead>
<tr>
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<th>Item</th>
<th>Description</th>
<th>Rate</th>
<th>Qty</th>
<th>Price</th>
</tr>
</thead>
</table>
| 1.   | CS9300SL Inertial Profiling System Hardware (Single Track Configuration) | High speed bi-directional inertial profiling system hardware components (single track). Includes:  
• Profile measurement sensors (Class IIIb single point laser rangefinder and +/- 5 g accelerometer);  
• Distance measurement components (wheel mounted encoder and collets);  
• Profiling system mount hardware assembly. Attaches to front or rear of host vehicle. Adjustable for vertical or lateral repositioning of sensor modules.  
• Portable housing for Toughbook computer with internal AC/DC power supplies. | $20,000 | 1 | $20,000 |
| 2.   | CS9300ES Data Collection Electronics and SSI Profiling System Software | SSI patented bi-directional data collection electronics and software. Includes:  
• ISO9001 built portable digital data collection electronics module;  
• SSI Data Collector software for calibration and data collection  
• SSI Profiler and Validation Engine analysis software.  
• Capabilities include:  
  • IRI, MRI, HRI, PRI, RN profile indexes  
  • real time display of position, profile, speed & more  
  • Adjustable templates for localized roughness (bump/dip locations and grinding/fill estimates);  
  • Outputs PDF images, ProVal (ERD/PPF), Excel;  
• Guaranteed compliance with ASTM E-950 Class I requirements, AASHTO M328, R054, S6-57, and DOT/Transport Ministry specifications. | $20,000 | 1 | $20,000 |
| 3.   | CS9300CF19/31/53 Panasonic Toughbook military specification rugged | Panasonic Toughbook military specification rugged | $4,500 | 1 | $4,500 |
### Operator Interface
Computer—Configured with SSI Calibration, Collection and Data Analysis Software

- Notebook computer configured for profiling system operation. Typical configuration:
  - Daylight readable, touch-screen controls, minimum Intel i5 processor, 2GB RAM, 250 GB hard drive, Windows 7 Pro operating system.
  - Storage media to transmit profile data via DVC, USB or flash memory cards.
  - Toughbook pre-configured with SSI data collection, analysis and reporting software.
  - Software license for profiling system and desktop computer use.

#### 4. Subtotal
**CS9300 High Speed Profiling System**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td><strong>$44,500</strong></td>
</tr>
</tbody>
</table>

#### 5. CS9300DL Dual Track Configuration

- Components for dual track profiling system. Includes:
  - Class IIIB laser rangefinder and accelerometer for second track.
  - Mounting hardware sensor covers and cabling for dual track configuration;
  - Dual track data collection electronics and software;

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<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
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<td><strong>$8,500</strong></td>
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#### 6. Subtotal
**CS9300 High Speed Profiling System**

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<td><strong>$53,000</strong></td>
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#### OPTIONS & ACCESSORIES

### Reusable Container (for Shipping & Storage)

- Custom reusable shipping / storages container for CS9300 portable profiling system sensor modules.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td><strong>CS9300SC</strong></td>
<td>1</td>
<td><strong>$1,260</strong></td>
</tr>
</tbody>
</table>

### Wide Footprint Lasers

- Upgrade to LMI/Selcom 5KHz “Gocator” Roline wide scan sensor for laser readings with up to 6”/150mm lateral footprint. Minimizes impact of grooved, tined and coarse textured concrete pavements on profile index calculations. Includes:
  - Selcom Gocator laser and quick-disconnect cabling;
  - Custom mounting hardware for Gocator sensor;
  - Data collection electronics an power supply support for Roline sensor;
  - Gocator data collection software.

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<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CS9100RL - Gocator RoLine 5KHz Wide-Beam Laser for Grooved or Coarse Textured Pavements</strong></td>
<td>2</td>
<td><strong>$10,894</strong></td>
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### GPS Option

- Medium Resolution GPS—Option 1 (~0.7M Accuracy)

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<th>Description</th>
<th>Quantity</th>
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<tr>
<td><strong>CS9350GPSEM1 Medium Resolution GPS Sub-System (Option 1)</strong></td>
<td>1</td>
<td><strong>$4,990</strong></td>
</tr>
</tbody>
</table>

- 10Hz OEM GPS subsystem with GPS/GLONASS, with limited corrections. Includes:
  - ~0.7 meter (2.3 ft) accuracy GPS receiver, antenna and signal cable;
  - Integration of GPS positioning with profiling system stationing and areas of localized roughness;
  - Real time GPS display on scalable profile trace;
  - GPS Tracker for real time position display along profile trace; GPS integration with Google Earth/Maps for visualization of profile data and real-time navigation.

### Peripherals

- Pedestal Mount for Toughbook computer; includes lockable docking station, pole assemblies for attachment to base plate, motion attachment for repositioning operator computer for driver or passenger.

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<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
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<tbody>
<tr>
<td><strong>CS9300PM Dedicated Pedestal Mount for Toughbook</strong></td>
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8/9/2016
BidSync
### Camera Option

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<th>Product Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>11. CS9300-DC-ROW</td>
<td>In Vehicle Camera for Images Paired with Profile Data</td>
<td>1</td>
<td>$4,750</td>
</tr>
<tr>
<td></td>
<td>Digital camera system (forward facing, right of way, dashboard mounted) with images integrated with profiling system data at user specified intervals. Includes:</td>
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<td>• HD camera, lens and power/signal hardware optimized for road profiling applications;</td>
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<td></td>
<td>• Mount hardware for attaching camera to vehicle</td>
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<td></td>
<td>• SSI Profiler 3 viewer software for simultaneous playback of images (still or video) with associated profile data/results for adjacent area.</td>
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### Rut Depth Measurement

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<tbody>
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<td>12. CS9350RT5</td>
<td>Rut Depth Sub-System: Option 2: Five Point Configuration</td>
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<td>Laser sensors (Qty. 3), electronics, hardware and software for 5 point rut measurement (with 3 path profile data). Includes:</td>
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<td>• Perimeter mounted / angled high capacity laser sensors for proximity of lane edge rut point assessment.</td>
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<td></td>
<td>• Profiling systems electronics, firmware, and software for rut depth measurement and reporting.</td>
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<td>• Electronics and software for 3 profile path (left right, center) and 5 point rut measurement.</td>
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### Subtotal

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### Delivery & Training

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<td>Shipping/Delivery</td>
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### TOTAL

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Terms and Conditions: SSI Standard Terms and Conditions of Sale are applicable and incorporated (see www.smoothroad.com/tandc.htm).
SURFACE SYSTEMS & INSTRUMENTS, INC.

**Item:** Inertial Profiling System

### Attachments

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<td>SSI CS9300-CS9100 Inertial Profiling Systems_2016.pdf</td>
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</table>
SSI HIGH SPEED PROFILING SYSTEMS—TECHNICAL SPECIFICATIONS

- **Measurement Principle:** Inertial profiling system (with laser and accelerometer-established inertial reference and high resolution optical encoder sensor (ASTM E950) (“Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference”).
- **Device Rating:** Meets or exceeds Class I requirements of ASTM Standard E950. Complies with applicable DOT and other industry standards, including AASHTO M328, R054, R056 and R057.
- **Data Sampling Interval:** Variable sampling interval with default set to 25 mm (1.0 inch). One inch (25 mm) sampling interval valid for all collection speeds. User configurable sampling interval to >1.0 inch (e.g. 6 inches).
- **Distance Measurement:** Optical encoder based distance measurement system with longitudinal distance accurate to 0.1% or greater.
- **Height Measurement:** Vertical measurements acquired with one or multiple non-contact laser range finder sensors unaffected by pavement texture, color, reflectivity or ambient lighting. Laser sensor sampling frequency: Min. 16KHz (16,000 samples/second). Increased sampling interval sensors available (e.g. optional 32kHz-64kHz), Laser vertical measurement accuracy: 0.00005 inches typical with 0.0005 resolution. Aerospace grade accelerometer sensors (rated for up to +/- 5 g; resolution accuracy: 0.0001g). Optional wide footprint lasers available (e.g. LMI/Selcom “Roline” sensor).
- **Laser Classification & Safety Admonition:** The laser sensors on SSI inertial profiling systems utilize light sources that are semiconductor lasers emitting visible light. The lasers have a 3B/IIIb classification under the standards relating to laser products specified in IEC 60825-1 ¹ and U.S. FDA CFR Title 21 Part 10402 ² and Laser Notice No. 50, dated July 26, 2001. ³ Class 3B/IIIb components are **UNSAFE** for eye exposure. Usually only ocular protection would be required. Diffuse reflections are safe if viewed for less than 10 seconds. **WARNING:** DO NOT look directly into the laser beam. It is recommended that wearing laser safety goggles (for Class 3B/IIIb lasers) be worn if a user of the profiling system is in the vicinity of the profiling system hardware when the lasers are operational.

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SSI HIGH SPEED PROFILING SYSTEM SPECIFICATIONS

- **Profile Feature and Wavelength Preservation:** Proven ability to measure and preserve fine surface features more accurately than any competing system. Profile wavelength preservation with standard SSI profiling system from ~0.25 feet (76.2 mm) to in excess of ~760 feet (231.6 meters). With optional survey subsystem added to SSI profiling system, long wavelengths preservation is thousands of feet (meters) (theoretically infinite).

- **Repeatability & Accuracy:** Guaranteed to meet or exceed industry standards and specifications (including AASHTO M328, R056, and Texas 1001-S).

- **Specification Compliance:** Complies with all commonly used agency specifications and test methods for use of inertial profiling systems for ride quality testing applications.

### Profiling System Electronics and Computer Hardware:

- **Profiling System Core Electronics Module:** Custom profiling system core electronics module fabricated in ISO 9001 compliant facility. Single module connects to all profiling system sensors with dedicated micro-processors for each sensor. Profiling system core electronics is portable, modular, and sized for express shipment worldwide for prompt in-field replacement.

- **Profiling System Sensors:** Industrial / aerospace grade sensors. System supplied with durable shielded cables with Amphenol connectors.

- **Operator Interface Computer:** Mil-Spec tested Panasonic Toughbook 19/31 ruggedized notebook computer (typical CF-31 configuration: Intel i3/i5 processor, Microsoft Windows XP Professional or Windows 7 operating system, minimum 2GB RAM (expandable to 4-8 GB); minimum 160-320GB hard drive, optional DVD multi-drive, Gigabit Ethernet LAN, wireless 802.11 a/b/g/n, 13.3” SVGA display with outdoor readable touch screen; under 8 lbs; lithium-ion internal battery. Additional options and accessories available for Toughbook computer.

- **In-Vehicle Workstation:** Pedestal mount system and docking station for operator interface computer and power supply. Alternate suitcase enclosure supplied with internal power supply can communications cabling for connection between profiling system instrumentation and operator interface computer.

### Profiling System Mount Attachment:

- **Mount Hardware:** Professionally engineered mount hardware for attachment of inertial profiling system components onto front or rear of industry standard vehicles. Portable systems attach to standard 2 inch (5.08cm) square receiver tube and operate from host vehicle’s 12V power supply.

- **Flexible DMI Hardware:** Hardware supplied for attachment of high resolution distance measurement interface to rear wheel of host vehicle. Dedicated lug-extenders or optional collets supplied.

- **Sensor Adjustment:** Dove-tail hardware supplied for horizontal and vertical adjustment of laser / accelerometer sensor modules.

- **Adaptor Hardware:** Custom hardware design and fabrication available for profiling system attachment according to customer defined requirements or specifications (front, rear, or mid-vehicle mount).

### Profiling System Software:

- **SSI Profiler Software Suite:** SSI internally developed software routines for profiling system calibration, data collection, data analysis and reporting. On-screen instructions for system calibration and data collection. Feature rich data analysis software. Current versions built on over 20 years of continuous development.

- **Profiling Programs Fully Compatible With Microsoft Windows:** All software fully integrated with Microsoft Windows 7/8 Professional.

- **Multiple Calibration / Diagnostic Routines:** Menu driven calibration routines for distance, proprietary accelerometer static calibration (in-field), bounce test (data file saved), laser height verification (0.25”/0.5”/1.00”/2.00”), rut-depth (if equipped) and cross-slope (if equipped). Internal diagnostics provide real-time monitoring of profiling system health.
SSI HIGH SPEED PROFILING SYSTEM SPECIFICATIONS

- **User-Selectable Parameters**: English or Metric units for both data acquisition and reporting; new file parameters become default (no recurring new file setup). Industry standard and user definable parameters to facilitate identification, authentication and sharing of profile data.

- **Real Time Display**: Real time display of vehicle position and surface profile trace during data collection.

- **Multiple Data Collection Triggers**: 3 data collection triggers: (i) SSI Reverse Direction Trigger (proprietary procedure that collects exact stations without pre-marking test sections and post-testing cone removal), (ii) Electric Eye, and (iii) On-the-Fly.

- **Event Marking**: Entry of location notes by (i) push button or electric eye, with text editing by operator after safe finish of data collection, or (ii) user configurable hot keys (assigning unique event types to particular keyboard buttons).

- **Urban Area Data Collection**: SSI “Continuous Collection” software suspends collection system when speed traffic signals and resumes collection upon system exceeding 5 mph forward speed.

- **Pause Function with Data Retained**: Pause data collection manually or with electric eye. Data from paused sections retained for reporting separately or combined with non-paused areas.

- **Multiple Profile Indexes**: Profile data reported in multiple indexes: Profile Ride Index (PRI), International Roughness Index (IRI) (by segment or continuous), Mean IRI (MRI), Half Car Ride Index (HRI), Ride Quality Index (RQI), and Ride Number (RN).

- **Localized Roughness**: Multiple outputs of localized roughness supported. Rolling straightedge, profilograph must grind bump/dip template, Texas 1001-S localized roughness, IRI areas of localized roughness reported according to user specified IRI thresholds. Dimensions of localized roughness calculated by length of defect and peak amplitude.

- **Re-Writeable Data with Variable Data Analysis Parameters**: Raw profile data infinitely rewritable for outputting reports and profile traces under user adjustable parameters.

- **Variable Filtering**: Raw inertial profile data can be filtered with low pass filters (0.5 ft to 1.0 ft.) and standard high pass filters 100/200/300 ft, with scalable custom filter lengths of up to 800 feet or more for custom applications.

- **Multiple Trace Reporting**: Patented multiple profile trace data acquisition and reporting capability. Single sensor systems report dual tracks (separately collected in either direction).

- **Data Conversion Sub-Routines Supplied**: Export routines for conversion of profile data to industry specified formats (ERD, PPF, PRO, ASCII, CSV, Excel, Text, raw profile/ProScan, GIS and customized per request).

- **One Touch PDF Images**: Create universally readable PDF images of profile traces and reports directly within SSI Profiler program.

- **Multiple Software Licenses**: Data analysis software licenses provided for profiling system and desktop computer usage.

- **Data Encryption**: Encrypted raw data files for data integrity security, raw data by repeat analysis under adjusted parameters.

**Operational & Physical Attributes:**

- **One Person Operation**: “All-in-Cab” data collection, analysis and reporting system (profiling system data collection and analysis functions can be performed by one person without leaving the cab of the vehicle).

- **Speed Range**: Forward speed: Minimum: 5 mph (8 kph); Maximum: 70 mph (112 kph) for Class I data (true 1” / 25 mm sampling interval).

- **Temperature**: Operating ambient temperature range: 32° to 110° F (0 -51.6°C); non-laser component operating temperature range: 0° to 140° F (18-60°C). Storage temperature range: -25° to 160° F (-32-71°C).

- **Humidity**: Operating humidity should not exceed 90 percent (noncondensing); non-operating humidity range shall not exceed 100 percent (noncondensing).

- **Moisture**: Profiling system components impervious to moisture. Quality of measured profile degrades with excessive moisture (active rainfall, standing water or ponding on surface).

- **Dimensions**: CS9300 Portable System: 60” L x 8” W x 24” H (152 cm L x 20.3 cm W x 61 cm H).
• **Weight:** CS9300 System: 75 lbs (34 kg) • CS9100/CS9400 System: 35 lbs (16 kg).

• **Electrical Ratings:**
  o Input: 5-14 volts DC.
  o Operating: ~3 amps.

### Support:

• **Operator Training:** Worldwide multi-lingual on-site operator training available.

• **Real Time Diagnostics:** Profiling system health monitored by real-time diagnostics to verify integrity of main profiling system electronics, all sensors, and data communication interface. Visual and audible feedback.

• **Software Updates:** Self-executing program updates overwrite prior versions. Supplied by internet download.

• **In-Field Component Replacement:** All collection system components portable, modular for in-field replacement.

• **Warranty:** Extended (eighteen month) warranty on all profiling system components and accessories. SSI warranty exceeds normal industry coverage.

• **Customer Support Representatives:** Customer assistance available worldwide by telephonic, e-mail and on-site assistance (24x7 support available as requested or needed).

### Options & Accessories:

• **GPS:** Coordinates from GPS subsystem correlated with profiling system station (chainage) data, Google Earth overhead imagery and Microsoft MapPoint navigation program.

• **Specialty Lasers:** Line scan sensors available for improved testing on concrete and grinding pavements. Higher speed lasers available for texture measurement.

• **No Lasers:** CS9450 Simple Roughness Meter available with axle mounted accelerometer based profile measurement; ideal for IRI/RMS assessment on unpaved roads, trails or surfaces with extreme roughness.

• **Survey Resolution GPS:** Mobile surveying subsystem available with RTK corrected GPS data merged with profile data for high resolution topography mapping. Up to three simultaneous longitudinal profiles with cross-slope and corrected GPS supported. Data outputs in typical survey format (e.g. PNEZD, GPGGA, etc.) for surface design in civil engineering applications and machine control applications.

• **Rut Depth Measurement:** Subsystems available for 3 point (South Dakota method) or 5 point (AASHTO PP 38 compliant) configurations.

• **Camera:** Dashboard mounted digital camera for roadside images merged with profile data at user specified intervals.

• **Multi-System Integration:** Support for profiling system integration with other sub-systems (imaging, asset inventory, surface distress, rut depth measurement, GPS/GIS, etc.) available. UDP or other compatible system interface support provided for integration of profiling system with other data collection and reporting systems.

• **Printer:** Optional on-board custom thermal printer (4” paper width; continuous feed; wider paper widths available). Windows compatible printer. AC power source for office use available.

### Patented Technology:

SSI profiling systems include technology within the scope of patents granted by (or filed with) the U.S. Patent and Trademark Office. Contact SSI for further patent or other technical information.
Inertial Profiler

CS9300 Portable Profiling System

CS9100 Mid-Mount System

GPS Tracking Thru Profile Data in SSI Profiler 3, Google Earth/Maps

IRI and Localized Roughness Displayed by Individual Track

Precise Surface Profile Measurement at Highway Speeds

DOT Compliant QA/QC Testing on All Pavement Types

Meets ASTM/AASHTO Standards  
Easy Collection & Analysis Software  
Productive & Reliable (=Quick ROI)
### Profiling System Specifications
- Collect data up to 70 mph (112 kph)
- Meets E950, M328, R054, R056-057
- Meets or exceeds all Class I requirements of ASTM E950.
- 1 inch sampling interval at all collection speeds.
- Features LMI Technologies’ new 5 kHz Gocator wide beam lasers for asphalt and concrete pavements.
- ±5g rated Accelerometers with 0.0001g accuracy.
- Proven ability to replicate wavelengths of ~0.25 feet (7.62mm) in excess of 760 feet (231.6 meters).
- All sensors and electronics removable for reuse on an SSI CS8700 lightweight profiling system.

### Compliance and Equipment
- Complies with all commonly used agency specifications.
- Equipped with industrial grade sensors and connectors.
- Core electronics manufactured in an ISO 9001 facility.
- Features TOUGHBOOK rugged computer on all systems.
- Custom docking station mount for comfort and access.
- All systems run off of a 12 volt power supply.

### Operation, Training & Support
- One person operation. All in cab operation.
- Speed range: 1 inch sampling for all speeds (5-65 mph)
- Operating ambient temperature range: 32° to 110° F
- Moisture: profiling system components impervious to moisture (but quality of data degrades on wet pavement).
- Worldwide multi-lingual operator training available.
- Automatic software updates with SSI Profiler 3 v2014
- In field replacement of portable, modular components.
- Warranty and rapid response customer support on all profiling system components and operations.

### Options:
- high resolution GPS (RTK corrected) with CAD output, HD camera, rut measurement, printer and more.
SURFACE SYSTEMS & INSTRUMENTS, INC.

Item: Inertial Profiling System: Warranty Information Attachment

Attachments

SSI Profiling System Warranty_2016.pdf
TEST EQUIPMENT WARRANTY

1. LIMITED WARRANTY. This warranty covers the Custom Test Equipment Products (the “Products”) manufactured by Surface Systems & Instruments, LLC (“Seller” or “SSI”) for material or quality testing according to industry standards and agency specifications. SSI warrants that the Products will perform substantially in accordance with the use’s manuals and other documentation provided. SSI warrants all goods manufactured by Seller to be free of defects in materials and workmanship for a period of one year from the date of delivery to the purchaser. SSI will replace free of charge, but not including transportation costs, installation or any other service charges, components or assemblies that are manufactured by SSI which our inspection shows to be defected, providing they are returned to our plant within the warranty period. The warranty extends only to those machines that have been properly maintained and not modified by the end user. On major component or separable items which are not manufactured by SSI, warranties of the original manufacturer are transferred to the purchaser with whatever warranty that remains. The terms of the warranty are automatically revoked in any case where a part or assembly has been physically modified in any manner whatsoever by the customer or an agency other than ours without written permission. We are not liable for consequential, delay or impact damages arising from use, misuse, servicing or repair of our equipment, nor do we accept any product liability. Assistance agreements are available for our products that require on-site support or repairs. Assistance agreements provide emergency service when deemed necessary by the customer. Unless otherwise agreed, coach (tourist) class round trip airline transportation will be charged at cost along with current daily rates for field service personnel. SSI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED WITHIN THE PRODUCTS WILL MEET THE REQUIREMENTS OF ALL END USERS, OR WILL OPERATE IN ANY COMBINATION WHICH MAY BE SELECTED FOR USE BY THE END USER, OR THAT OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN THE PRODUCTS WILL BE CORRECTED. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. SOFTWARE LICENSE. Subject to the terms and conditions of SSI’s standard software license agreement, SSI grants Customer a single non-exclusive, non-transferable, limited license to install, execute, display and otherwise use, SSI’s software routines for test equipment device calibration, data collection and data analysis, as modified or configured by SSI for Customer pursuant to this Agreement, together with any accompanying materials, documentation, subsequent error corrections and complimentary or compensated updates that SSI may supply to Customer under SSI’s License Agreement (collectively the "Software") and only in the country of the Customer’s domicile, solely to establish, modify and provide access to the Customer’s data files. The Software provided hereunder may be comprised of object code and/or source code as determined by SSI in its sole discretion. All rights not expressly granted to Customer herein are retained by SSI. All rights, title and interest in and to the Software and any proprietary information contained on the media, are owned by SSI and are protected by copyright, trademark and trade secret law and other intellectual property laws and international treaties. Customer acquires only the right to use the Product during the term of, and subject to, SSI’s License Agreement. Customer agrees not to copy or further distribute the Software without SSI’s written consent pursuant to an express agreement signed by SSI specifically authorizing such copying or further distribution. Customer agrees not to develop separate software applications of any kind derived from the Product or any other proprietary information of SSI. Any rights express or implied, in the Product and any proprietary information contained in the media are reserved by SSI, except as expressly specified in this Agreement. Customer must treat the Product like any other copyrighted material except as otherwise provided under this Agreement. Customer agrees not to remove, deface or obscure SSI’s copyright or trademark notices and/or legends or proprietary notices on the Product, and/or contained in or on the media.

3. VARIATION IN GOODS. Delivery of goods pursuant hereto shall be subject to normal variations in SSI’s design modifications, weight, color, size, quantities, etc. and such other variations as are standard in the trade.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE AGREED IN A SPECIFIC WRITING SIGNED BY SELLER, SELLER SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL, DELAY OR IMPACT DAMAGES, SUCH AS, BUT NOT LIMITED TO,
DAMAGE FOR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, DOWNTIME, COST OF CAPITAL OR CLAIMS OF PURCHASER OR PURCHASER’S CUSTOMERS. The remedies of Purchaser set forth herein are exclusive, and the liability of Seller with respect to the sale, delivery or resale of any goods pursuant to any contract arising hereunder, whether in contract, in tort, under any warranty, or otherwise, shall not exceed the difference between the price of the goods as specified in that contract and the value of the goods as delivered by Seller.

5. **RETURNED GOODS.** Due to the custom nature of SSI's products no goods may be returned without SSI's express written consent and issuance of a Return Merchandise Authorization ("RMA"). Upon such consent and RMA by SSI, any returned goods will be subject to a service charge equal to the manufacturer's restocking charge, if any, plus Seller's estimate of the actual damages which will be incurred by Seller on account of Purchaser's return of the goods, including but not limited to Seller's costs for providing such goods to Purchaser, receiving and restocking such goods, and Seller's lost profit on the sale of such goods.
Supplier: SURFACE SYSTEMS & INSTRUMENTS, INC.

BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID OR THE BID WILL BE REJECTED

INSTRUCTIONS: This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the bid/pricing agreement/contract form prior to submitting the electronic bid will result in rejection of your bid. This form constitutes your bid and will be the pricing agreement/contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit the electronically signed bid/pricing agreement/contract form, along with all accompanying documents:

   THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between Surface Systems & Instruments, Inc. hereinafter referred to as "bidder" and the City of Oklahoma City, a municipal corporation, or a Public Trust hereinafter referred to as the "Contract Entity."

WITNESSETH:

   WHEREAS, the governing body of the Contract Entity has approved certain specifications and requested by notice that bids be submitted thereon; and
   WHEREAS, this document until executed by the Mayor/Chairman of the Contract Entity constitutes the bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The bidder agrees to sell and deliver to the Contract Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this pricing agreement/contract. List the prompt payment discount, if any, for this agreement in the space provided below:

   Discount for Prompt Payment %  Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this pricing agreement/contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the bidder, upon notice from the Contract Entity, shall promptly correct or replace the same at the bidder's expense. If the bidder shall fail to so do, the Contract Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the bidder, all such goods will be held at the bidder's risk. The Contract Entity may, at the bidder's direction, make available such goods to be returned to the bidder at the bidder's risk, and all transportation charges, both to and from the original destination, shall be paid by the bidder. Any payment for such goods shall be refunded by the bidder unless the bidder promptly corrects or replaces the same at the bidder's expense.
6. The Contract Entity agrees to pay to the bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contract Entity, of the material and/or service[s] above described and upon the filing by the bidder, and approval by the Contract Entity, of a verified claim for the amount due.

7. The bidder agrees, in connection with the performance of work under this pricing agreement/contract:
   a. That the bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contract Entity setting forth the provisions of this section, and;
   b. That the bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this pricing agreement/contract.

8. In the event of the bidder's non-compliance with the above non-discrimination clause, this pricing agreement/contract may be canceled or terminated by the Contract Entity. The bidder may be declared by the Contract Entity ineligible for further pricing agreement[s]/contract[s] with the Contract Entity until satisfactory proof of intent to comply is made by the bidder.

9. The risk of loss or damage shall be borne by the bidder at all times until the acceptance of goods, properly packed, by the Contract Entity.

10. This pricing agreement/contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this pricing agreement/contract. This pricing agreement/contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the bidder's costs will not alter the bidder's obligations under this pricing agreement/contract nor excuse performance or delay on the bidder's part.

12. This pricing agreement/contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the bidder has any commercially reasonable alternative method of performing this pricing agreement/contract by purchase on the market or otherwise, the bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this pricing agreement/contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this pricing agreement/contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This pricing agreement/contract shall be governed by the laws of the State of Oklahoma.

15. The bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.
The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the pricing agreement/contract, and the requirements for bidders.

WITNESS the hands of the parties hereto:

This form constitutes your bid and will be the pricing agreement/contract form prior to submitting the electronic bid will result in rejection of your bid.

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Dennis P. Scott
Type Name of Authorized Agent

President
Title of Authorized Agent

Surface Systems & Instruments, Inc., 307 Plymate, 66502
Manhattan, KS

Company Name and Address Zip Code

Tel: 415.383.0570; Fax: 415.358.4340
Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

This form constitutes your bid and will be the pricing agreement/contract form prior to submitting the electronic bid will result in rejection of your bid.

This form constitutes your bid and will be the pricing agreement/contract form prior to submitting the electronic bid will result in rejection of your bid.
ANTI/NON-COLLUSION AFFIDAVIT

THIS FORM MUST BE COMPLETED PRIOR TO PRICING AGREEMENT/CONTRACT AWARD

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the bidder; that the bidder has not, directly or indirectly, entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the bid or bids, or of the profits thereof, and that bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the bidder in the said bid or bids, until after the said sealed bid or bids are opened.

The undersigned individual further states that the bidder has not been a party to any collusion: among bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from bidding; or with any city/trust official, city/trust employee or city/trust agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other terms of the said prospective pricing agreement/contract; or in any discussions between the bidders or city/trust official, city/trust employee or city/trust agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The bidder states that it has not paid, given or donated or agreed to pay, give or donate to any city/trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this bid.

Witness the hands of the parties hereto:

The undersigned individual states that the Bidder will be bound by its bid, the specification, the terms and conditions of the pricing agreement/contract, and the requirements for bidders.

Dennis P. Scott
Type Name of Authorized Agent

President
Title

Surface Systems & Instruments, Inc.
Company Name

P.O. Box 790, Larkspur, CA
Address

94977
Zip Code

Tel: 415.383.0570; Fax: 415.358.4340
Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

State of * California ) )SS
County of * Marin )

Signed and sworn to before me on this 5th day of August, 2016 by Dennis P. Scott

My Commission Number: 2115984
[Oklahoma]

Howard Salkin
Type Name of Notary Public

My Commission Expires: 07/12/2019
[Date/Year]
THIS FORM MUST BE COMPLETED PRIOR TO PRICING AGREEMENT/CONTRACT AWARD

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)
Supplier: SURFACE SYSTEMS & INSTRUMENTS, INC.

BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID

SUPPLIER CONTACT INFORMATION

The purpose of this form is to assist various City Departments and Trusts with placing orders.

Sales Contact:

Company Name: Surface Systems & Instruments, Inc.
Address: 307 Plymate, Manhattan KS 66502
Contact Person: Dennis Scott
Email Address: dscott@smoothroad.com
Telephone Number: 415.383.0570
Fax Number: 415.358.4340

Billing Contact:

Company Name: Surface Systems & Instruments, Inc.
Address: 307 Plymate, Manhattan KS 66502
Contact Person: Kansas
Email Address: dscott@smoothroad.com
Telephone Number: 415.383.0570
Fax Number: 415.358.4340

Service Contact:

Company Name: Surface Systems & Instruments, Inc.
Address: 307 Plymate, Manhattan KS 66502
Contact Person: Bryant Umscheid
Email Address: bumsheid@smoothroad.com
Telephone Number: 785.539.6305
Fax Number: 785.539.6210

After Hours Emergency Number(s) 503.975.7588
After Hours Emergency Number(s) 785.341.4253
After Hours Emergency Number(s)
## TECHNICAL SPECIFICATIONS QUESTIONNAIRE

Bidder must complete the entire questionnaire and explain any no response in the comment section below each line item.

*Vendors are to indicate compliance in the appropriate box. Explain all “No” responses.*

### 1. Inertial Profiling System (IPS)

<table>
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a. Install a high speed bi-directional fixed-mounted Inertial Profiling System (IPS) in the front or middle of a 2013 Ford 150 extended cab pickup truck.

b. Provide waterproof housing for the system electronics (including sensors, cables and wires).

c. Provide detachable or retractable waterproof covers to protect the lasers when the inertial profiling system is not in use.

Comments:

### 2. AASHTO, ASTM and DOT Designations

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a. AASHTO Designations M 328-14 and R054, 056-057

b. ASTM E950, Class I requirements

c. DOT/Transport Ministry specifications

Comments:

### 3. Data Collection

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a. ISO9001 built portable digital data collection electronics module.

b. IRI,MRI,HRI, PRI, RN profile indexes.

c. Real time display of position, profile, and speed.

d. Adjustable templates for localized roughness (bump/dip locations and grinding/fill estimates.

e. Outputs PDF images, ProVal (ERD/PPF), Excel.

Comments:

### 4. Accelerometers

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a. Provide, as a minimum, plus/minus 4g accelerometers, one for each laser.

b. Identify the specific model and manufacturer in the bid documents.

c. Design the housing unit to permit the operator to check and perform required accelerometer calibrations.

d. Provide the manufacturer’s accelerometer calibration records and accelerometer manual.

Comments: **Accelerometer Make and Model: M5I EGC5-5-C20103**

### 5. Auto-Trigger

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1. **Inertial Profiling System (IPS) Compliance**

   a. Provide the capability to auto-trigger the start and stop of the profile measurements.  
      | ☑ Yes ☐ No |

   Comments: 

2. **Calibration**

   a. Provide two sets of calibration blocks that include a base plate, 0.25-, 0.50-, 1.00-, and 2.00-inch blocks for the height calibration.  
      | ☑ Yes ☐ No |

   Comments: 

3. **User's Manual**

   a. Provide a user’s manual that includes a system block diagram and pertinent wiring diagrams for system components.  
      | ☑ Yes ☐ No |

   Comments: 

4. **Rut Depth Measurement**

   a. Three additional laser sensors for a total of five. One will be located between the wheel paths and two more will be located on the perimeter.  
      | ☑ Yes ☐ No |

   b. Profiling systems electronics, firmware, and software for rut depth measurement and reporting.  
      | ☑ Yes ☐ No |

   c. Electronics and software for three profile path (left, right and center) and five point rut measurement.  
      | ☑ Yes ☐ No |

   Comments: 

5. **GPS**

   a. Provide a GPS with 2.3 feet/0.7 meter accuracy with GPS receiver, antenna and signal cable.  
      | ☑ Yes ☐ No |

   b. Integration of GPS positioning with IPS stationing and areas of localized roughness.  
      | ☑ Yes ☐ No |

   c. Real time GPS display on scalable profile trace.  
      | ☑ Yes ☐ No |

   d. GPS Tracker for real time position display along profile trace; GPS integration with Google Earth/Maps for visualization of profile data and real time navigation.  
      | ☑ Yes ☐ No |

   Comments: 

6. **Dashboard Mounted Digital Camera**

   a. USB 3.0  
      | ☑ Yes ☐ No |

   b. 5 Megapixel  
      | ☑ Yes ☐ No |

   c. 2448 x 2048 at 35 FPS  
      | ☑ Yes ☐ No |

   d. Sony IMX264 CMOS  
      | ☑ Yes ☐ No |

   e. Global shutter  
      | ☑ Yes ☐ No |
### 11. Notebook Computer

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<tbody>
<tr>
<td>a.</td>
<td>Provide a Panasonic Toughbook, or approved equal, military specification rugged notebook computer configured for IPS operation.</td>
</tr>
<tr>
<td>b.</td>
<td>Daylight readable, touch-screen controls, minimum Intel i5 processor, 2GB RAM, 250 GB hard drive, Windows 7 Pro operating system.</td>
</tr>
<tr>
<td>c.</td>
<td>Portable housing with internal AC/DC power supplies.</td>
</tr>
<tr>
<td>d.</td>
<td>Storage media to transmit profile data via DVC, USB or flash memory cards.</td>
</tr>
<tr>
<td>e.</td>
<td>Toughbook pre-configured with SSI data collection, analysis and reporting software.</td>
</tr>
<tr>
<td>f.</td>
<td>Software license for profiling system and desktop computer use.</td>
</tr>
<tr>
<td>g.</td>
<td>Pedestal Mount which includes lockable docking station, pole assemblies for attachment to base plate, motion attachment for repositioning operator computer for driver or passenger.</td>
</tr>
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Comments:

### 12. Warranty

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</thead>
<tbody>
<tr>
<td>a.</td>
<td>Provide one-year parts and labor warranty on the entire IPS.</td>
</tr>
</tbody>
</table>

Comments:

### 13. Installation and Training

<table>
<thead>
<tr>
<th></th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Provide installation and training in Oklahoma City, Oklahoma included in total bid price. Installation and training should occur within 75 days of successful bidder receiving a purchase order from the Oklahoma City Public Works Department.</td>
</tr>
</tbody>
</table>

Comments:
# Certificate of Liability Insurance

**Certificate Holder:**

The City of Oklahoma City
Public Works Department
420 W. Main
Oklahoma City, OK 73102

**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**

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## Important Notice

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).

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### Coverages and Certificates

<table>
<thead>
<tr>
<th>Certicate Number:</th>
<th>Coverage</th>
<th>Policy Number</th>
<th>Policy Eff</th>
<th>Policy Exp</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>57SBABE4458</td>
<td>General Liability</td>
<td>01/14/2016</td>
<td>01/14/2017</td>
<td>EACH OCCURRENCE $1,000,000</td>
<td></td>
</tr>
<tr>
<td>57UECIO2157</td>
<td>Automobile Liability</td>
<td>08/01/2016</td>
<td>08/01/2017</td>
<td>COMBINED SINGLE LIMIT (Ea accident) $1,000,000</td>
<td></td>
</tr>
<tr>
<td>57SBABE4458</td>
<td>Umbrella Liability</td>
<td>01/14/2016</td>
<td>01/14/2017</td>
<td>EACH OCCURRENCE $5,000,000</td>
<td></td>
</tr>
<tr>
<td>57WECGF8847</td>
<td>Workers' Compensation and Employers' Liability</td>
<td>07/01/2016</td>
<td>07/01/2017</td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
<td></td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles:** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named Additional Insured as respects work performed by the Named Insured. The Insurance shall be primary; Waiver of Subrogation is included per attached SS0080405 and WC040306. Evidence of Workers Compensation.
BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1 of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1 of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations; provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.
b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys’ fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party’s defense has also been assumed in the same "insured contract", and

(ii) Such attorneys’ fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers’ Compensation And Similar Laws

Any obligation of the insured under a workers’ compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer’s Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured’s business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building’s occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
   (i) Any insured; or
   (ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured’s behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
   (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
   (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
   (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured’s behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:
   (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants";
   (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.
BUSINESS LIABILITY COVERAGE FORM


g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:
   (a) Less than 51 feet long; and
   (b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:
   (a) Body piercing (not including ear piercing);
   (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
   (c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property
   "Property damage" to:
   (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
   (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
   (3) Property loaned to you;
   (4) Personal property in the care, custody or control of the insured;
   (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
   (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply under a sidetrack agreement.

Paragraph (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product
   "Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work
   "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

   This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured
   "Property damage" to "impaired property" or property that has not been physically injured, arising out of:
   (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
   (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

   This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.
BUSINESS LIABILITY COVERAGE FORM

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. "Your product";
2. "Your work";
3. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

1. Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
2. Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
3. Arising out of a criminal act committed by or at the direction of the insured;
4. Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
5. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
6. Arising out of the wrong description of the price of goods, products or services;
7. Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;
(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or
(c) Title of any literary or artistic work;

8. Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;
(b) Designing or determining content of web sites for others; or
(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a, b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

9. Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

10. Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

11. Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

12. Arising out of:

(a) An "advertisement" for others on your web site;
(b) Placing a link to a web site of others on your web site;
(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images;
(d) Computer code, software or programming used to enable:
   (i) Your web site; or
   (ii) The presentation or functionality of an "advertisement" or other content on your web site;
(13) Arising out of a violation of any anti-trust law;
(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
(15) Arising out of discrimination or humiliation committed by or at the direction of any “executive officer”, director, stockholder, partner or member of the insured.

q. Electronic Data
Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data”.

r. Employment-Related Practices
“Bodily injury” or “personal and advertising injury” to:
(1) A person arising out of any:
   (a) Refusal to employ that person;
   (b) Termination of that person’s employment; or
   (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
(2) The spouse, child, parent, brother or sister of that person as a consequence of “bodily injury” or “personal and advertising injury” to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:
(1) Whether the insured may be liable as an employer or in any other capacity; and
(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos
(1) “Bodily injury”, “property damage” or “personal and advertising injury” arising out of the “asbestos hazard”.
(2) Any damages, judgments, settlements, loss, costs or expenses that:
   (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the “asbestos hazard”;
   (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an “asbestos hazard”; or
   (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an “asbestos hazard”.

(t) Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information
“Bodily injury”, “property damage”, or “personal and advertising injury” arising directly or indirectly out of any action or omission that violates or is alleged to violate:
(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion
Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.
BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage
   We will not pay expenses for "bodily injury":
   a. Any Insured
      To any insured, except "volunteer workers".
   b. Hired Person
      To a person hired to do work for or on behalf of any insured or a tenant of any insured.
   c. Injury On Normally Occupied Premises
      To a person injured on that part of premises you own or rent that the person normally occupies.
   d. Workers' Compensation And Similar Laws
      To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
   e. Athletics Activities
      To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
   f. Products-Completed Operations Hazard
      Included with the "products-completed operations hazard".
   g. Business Liability Exclusions
      Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
   a. Employees And Volunteer Workers
      Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
      However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:
   (a) Owned, occupied or used by,
(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written
contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. **Lessors Of Land Or Premises**

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**Architects, Engineers Or Surveyors**

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, architectural or engineering activities.

e. **Permits Issued By State Or Political Subdivisions**

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. **Any Other Party**

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if

- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
BUSINESS LIABILITY COVERAGE FORM

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.
If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3, above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS

1. Bankruptcy
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense
You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;
(2) The names and addresses of any injured persons and witnesses; and
(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim
If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and
(2) Notify us as soon as practicable.
You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured
You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
(2) Authorize us to obtain records and other information;
(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost
No insured, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance
If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity. However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit
Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;
(2) Any partner, if you or an additional insured is a partnership;
(3) Any manager, if you or an additional insured is a partnership;
(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
(5) Any trustee, if you or an additional insured is a trust; or
(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.
This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws
   a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
   b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us
   No person or organization has a right under this Coverage Form:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
   b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds
   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:
   a. As if each Named Insured were the only Named Insured; and
   b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations
   a. When You Accept This Policy
      By accepting this policy, you agree:
      (1) The statements in the Declarations are accurate and complete;
      (2) Those statements are based upon representations you made to us; and
      (3) We have issued this policy in reliance upon your representations.

   b. Intentional Failure To Disclose Hazards
      If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance
   If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:
   a. Primary Insurance
      This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
   b. Excess Insurance
      This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
      (1) Your Work
          That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
      (2) Premises Rented To You
          That is fire, lightning or explosion insurance for premises rented to you temporarily occupied by you with permission of the owner;
      (3) Tenant Liability
          That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you temporarily occupied by you with permission of the owner;
      (4) Aircraft, Auto Or Watercraft
          If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.
      (5) Property Damage To Borrowed Equipment Or Use Of Elevators
          If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.
(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.
F. OPTIONAL ADDITIONAL INSURED COVERAGE

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   a. In the performance of your ongoing operations; or
   b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

   a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

      This insurance does not apply to:

      (1) Any "occurrence" that takes place after you cease to lease that land; or

      (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

   a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

   a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

      This insurance does not apply to:

      (1) Any "occurrence" that takes place after you cease to lease that land; or

      (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

   a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional
BUSINESS LIABILITY COVERAGE FORM

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.
BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

b. The Internet, but only that part of a website that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:
a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;

c. All other parts of the world if the injury or damage arises out of:
   (1) Goods or products made or sold by you in the territory described in a. above;
   (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
   (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:
   a. Stored as or on;
   b. Created or used on; or
   c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by:
   a. The repair, replacement, adjustment or removal of "your product" or "your work";
   or
   b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
   b. A sidetrack agreement;
   c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement; or
   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:
(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;
c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, unfinished equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";
b. Donates his or her work;
c. Acts at the direction of and within the scope of duties determined by you; and
d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":
a. Means:
   (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
       (a) You;
       (b) Others trading under your name; or
       (c) A person or organization whose business or assets you have acquired; and
   (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
b. Includes:
   (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
   (2) The providing of or failure to provide warnings or instructions.

25. "Your work":
a. Means:
   (1) Work or operations performed by you or on your behalf; and
   (2) Materials, parts or equipment furnished in connection with such work or operations.
b. Includes:
   (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
   (2) The providing of or failure to provide warnings or instructions.
Solicitation 17000

Inertial Profiling System

Bid Designation: Public

City of Oklahoma City and its Trusts
Bid 17000
Inertial Profiling System

Bid Number: 17000
Bid Title: Inertial Profiling System
Expected Expenditure: $50,000.00 (This price is expected - not guaranteed)

Bid Start Date: Jul 20, 2016 9:31:24 AM CDT
Bid End Date: Aug 9, 2016 10:00:00 AM CDT
Question & Answer End Date: Aug 4, 2016 12:00:00 PM CDT

Bid Contact
Amy K. Simpson
Purchasing Agent
amy.simpson@okc.gov

Bid Contact
City Clerk
cityclerk@okc.gov

Contract Duration: One Time Purchase
Contract Renewal: Not Applicable
Prices Good for: Not Applicable

Standard Disclaimer: This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts. Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.

Bid Comments: The Expected Expenditure amount of $50,000 should in no way influence the amount of your bid price. Your bid price is expected to be reflective of the equipment and installation being requested in this bid when meeting the requirements of the specifications.

Item Response Form

Item 17000--01-01 - Inertial Profiling System: Delivery Days
Lot Description: Inertial Profiling System
Quantity: 1 each
Prices are not requested for this item.
Delivery Location: City of Oklahoma City and its Trusts
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description: Enter the number of days until delivery in the note field, F.O.B. Destination to 3738 SW 15th Street, Oklahoma City, Oklahoma 73108, within 75 days of receiving a purchase order from the Oklahoma City Public Works Department.

Item 17000--01-02 - Inertial Profiling System: Lump Sum Price
Lot Description: Inertial Profiling System
Quantity: 1 lump sum
Unit Price: [ ]
<table>
<thead>
<tr>
<th>Item</th>
<th>Lot Description</th>
<th>Quantity</th>
<th>Delivery Location</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>17000--01-01</td>
<td>Inertial Profiling System</td>
<td>1 each</td>
<td>City of Oklahoma City and its Trusts</td>
<td>Enter turnkey price for all materials, equipment and installation as listed in the specifications.</td>
</tr>
<tr>
<td>17000--01-02</td>
<td>Inertial Profiling System</td>
<td>1 lump sum</td>
<td>City of Oklahoma City and its Trusts</td>
<td>Enter the number of days until delivery in the note field, F.O.B. Destination to 3738 SW 15th Street, Oklahoma City, Oklahoma 73108, within 75 days of receiving a purchase order from the Oklahoma City Public Works Department.</td>
</tr>
<tr>
<td>17000--01-03</td>
<td>Inertial Profiling System: Cost Breakdown Attachment</td>
<td>1 each</td>
<td>City of Oklahoma City and its Trusts</td>
<td>Attach a breakdown (quote) of the costs included in the above lump sum price. Additional options may be included on the breakdown.</td>
</tr>
<tr>
<td>17000--01-04</td>
<td>Inertial Profiling System: Product Specifications Attachment</td>
<td>1 each</td>
<td>City of Oklahoma City and its Trusts</td>
<td>Attach product specifications to this line item.</td>
</tr>
<tr>
<td>17000--01-05</td>
<td>Inertial Profiling System: Warranty Information Attachment</td>
<td>1 each</td>
<td>City of Oklahoma City and its Trusts</td>
<td>Attach warranty information to this line item. If extended warranties and service agreements are available, information should also be attached to this line item.</td>
</tr>
</tbody>
</table>
BID/Pricing Agreement/contract form & non-discrimination statement

Bidder must electronically complete, sign and notarize this document prior to submitting in the electronic bid system

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

This form must be electronically signed and submitted with the bid or the bid will be rejected

Instructions: This document must be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the bid/pricing agreement/contract form prior to submitting the electronic bid will result in rejection of your bid. This form constitutes your bid and will be the pricing agreement/contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit the electronically signed bid/pricing agreement/contract form, along with all accompanying documents:

This pricing agreement/contract is made and entered into, by and between

hereinafter referred to as "bidder" and the City of Oklahoma City, a municipal corporation, or a Public Trust hereinafter referred to as the "contract entity."

WITNESSETH:

WHEREAS, the governing body of the contract entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the contract entity constitutes the bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The bidder agrees to sell and deliver to the Contract Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this pricing agreement/contract. List the prompt payment discount, if any, for this agreement in the space provided below:

   Discount for Prompt Payment % Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this pricing agreement/contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the bidder, upon notice from the Contract Entity, shall promptly correct or replace the same at the bidder's expense. If the bidder shall fail to so do, the Contract Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the bidder, all such goods will be held at the bidder's risk. The Contract Entity may, at the bidder's direction, make available such goods to be returned to the bidder at the bidder's risk, and all transportation charges, both to and from the original destination, shall be paid by the bidder. Any payment for such goods shall be refunded by the bidder unless the bidder promptly corrects or replaces the same at the bidder's expense.
6. The Contract Entity agrees to pay to the bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contract Entity, of the material and/or service[s] above described and upon the filing by the bidder, and approval by the Contract Entity, of a verified claim for the amount due.

7. The bidder agrees, in connection with the performance of work under this pricing agreement/contract:
   a. That the bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following:
      - employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contract Entity setting forth the provisions of this section, and;
   b. That the bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this pricing agreement/contract.

8. In the event of the bidder's non-compliance with the above non-discrimination clause, this pricing agreement/contract may be canceled or terminated by the Contract Entity. The bidder may be declared by the Contract Entity ineligible for further pricing agreement[s]/contract[s] with the Contract Entity until satisfactory proof of intent to comply is made by the bidder.

9. The risk of loss or damage shall be borne by the bidder at all times until the acceptance of goods, properly packed, by the Contract Entity.

10. This pricing agreement/contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this pricing agreement/contract. This pricing agreement/contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the bidder's costs will not alter the bidder's obligations under this pricing agreement/contract nor excuse performance or delay on the bidder's part.

12. This pricing agreement/contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the bidder has any commercially reasonable alternative method of performing this pricing agreement/contract by purchase on the market or otherwise, the bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this pricing agreement/contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this pricing agreement/contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This pricing agreement/contract shall be governed by the laws of the State of Oklahoma.

15. The bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.
The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the pricing agreement/contract, and the requirements for bidders.

WITNESS the hands of the parties hereto:

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Type Name of Authorized Agent

Title of Authorized Agent

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID OR THE BID WILL BE REJECTED
ANT/NON-COLLUSION AFFIDAVIT
THIS FORM MUST BE COMPLETED PRIOR TO PRICING AGREEMENT/CONTRACT AWARD

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the bidder; that the bidder has not, directly or indirectly, entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the bid or bids, or of the profits thereof, and that bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the bidder in the said bid or bids, until after the said sealed bid or bids are opened.

The undersigned individual further states that the bidder has not been a party to any collusion: among bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from bidding; or with any city/trust official, city/trust employee or city/trust agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other terms of the said prospective pricing agreement/contract; or in any discussions between the bidders or city/trust official, city/trust employee or city/trust agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The bidder states that it has not paid, given or donated or agreed to pay, give or donate to any city/trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this bid.

Witness the hands of the parties hereto:

The undersigned individual states that the Bidder will be bound by its bid, the specification, the terms and conditions of the pricing agreement/contract, and the requirements for bidders.

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<th>Title</th>
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<td></td>
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<tr>
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<tr>
<td>Telephone Number and Fax Number if any</td>
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TO BE COMPLETED BY THE NOTARY:

State of *

County of *

Signed and sworn to before me on this day __________, __________,  by __________, __________, __________)

My Commission Number:

Type Name of Notary Public
THIS FORM MUST BE COMPLETED PRIOR TO PRICING AGREEMENT/CONTRACT AWARD

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)
SUPPLIER CONTACT INFORMATION

The purpose of this form is to assist various City Departments and Trusts with placing orders.

Sales Contact:

Company Name:
Address:

Contact Person:
Telephone Number:
Fax Number:
Email Address:

Billing Contact:

Company Name:
Address:

Contact Person:
Telephone Number:
Fax Number:
Email Address:

Service Contact:

Company Name:
Address:

Contact Person:
Telephone Number:
Fax Number:
Email Address:

After Hours Emergency Number (s):

8/11/2016 1:13 PM
BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID

SUPPLIER CONTACT INFORMATION

The purpose of this form is to assist various City Departments and Trusts with placing orders.

Sales Contact:
Company Name:
Address:
Contact Person:
Email Address:
Telephone Number:
Fax Number:

Billing Contact:
Company Name:
Address:
Contact Person:
Email Address:
Telephone Number:
Fax Number:

Service Contact:
Company Name:
Address:
Contact Person:
Email Address:
Telephone Number:
Fax Number:

After Hours Emergency Number(s)
THE BIDDER’S NAME THAT IS ENTERED ON THE BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT FORM SHOULD MATCH THE BUSINESS NAME ON THE VENDOR REGISTRATION FORM.

VENDOR REGISTRATION / W-9 FORM

********** SUBSTITUTE W-9 **********

FEDERAL TAXPAYER IDENTIFICATION NUMBER
(FIN):
(AKA EMPLOYER IDENTIFICATION NUMBER - EIN)
OR
SOCIAL SECURITY NUMBER:
(IF INDIVIDUAL OR SOLE PROPRIETORSHIP)
The TIN provided must match the name given on the “Name” line below.

Print Here
NAME OF BUSINESS OR OWNER, IF SOLE PROPRIETOR/INDIVIDUALLY OWNED

CERTIFICATION: Under penalties of perjury, I certify that:
(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
(3) I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

TYPE NAME OF AUTHORIZED AGENT: __________________________ DATE: __________________________

BIDDER MUST ELECTRONICALLY COMPLETE AND SIGN THIS DOCUMENT PRIOR TO BID

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

********** VENDOR REGISTRATION FORM **********

INSTRUCTIONS: Please mark all that apply to you or your company.

☐ Sole Proprietor/Individual Owned  ☐ Medical Provider  ☐ New Vendor
☐ Partnership  ☐ Corporation  ☐ One-Time Vendor
☐ Limited Liability Company (LLC)  ☐ Non-Profit (Per IRS 501C3 Regs)  ☐ Address Change
☐ Lawyer/Attorney  ☐ Government  ☐ Federal Tax ID Number Change

PURCHASE ORDER ADDRESS:
NAME (AS SHOWN ON YOUR INCOME TAX RETURN)
BUSINESS NAME, IF DIFFERENT FROM ABOVE:
STREET OR PO BOX

PAYMENT REMITTANCE ADDRESS:
NAME (AS SHOWN ON YOUR INCOME TAX RETURN)
BUSINESS NAME, IF DIFFERENT FROM ABOVE:
STREET OR PO BOX
Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment 62 O.S. § 310.9 and 74 O.S. § 3109.

Do you wish to receive payments by electronic funds transfer?  ☐ Yes  ☐ No

If you checked Yes on the above question and are selected for contract award, you will be contacted by a Procurement Services staff member to obtain banking information.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts §11-8-113.

Type Name of Authorized Agent  
Date

Title

BIDDER MUST ELECTRONICALLY COMPLETE AND Sign THIS DOCUMENT PRIOR TO SUBMITTING INTO THE ELECTRONIC BID SYSTEM

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)
# ELECTRONIC BID PACKET
## INERTIAL PROFILING SYSTEM
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NOTICE TO BIDDERS

Notice is hereby given that The City of Oklahoma City will receive electronic bids at the OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102 until 10:00:00 a.m., on the 9th day of August, 2016, for the following:

BID17000 – Inertial Profiling System

The City of Oklahoma City and its Trusts have partnered with BidSync, Inc. to accept bids electronically. You are invited to submit a bid electronically through the BidSync system to supply the commodity specified in the electronic bid packet. The City and its Trusts do not provide access to a computer for electronic bidding or electronic bid submission. Bidders must register in advance with BidSync at https://www.bidsync.com in order to submit an electronic bid. The City and its Trusts recommend potential Bidders register and become familiar with the BidSync electronic bidding process in advance of submitting a bid. There is no charge to the Bidder for registering or submitting an electronic bid to The City or its Trusts through BidSync. Instructions on how to get registered to bid through BidSync can be found on The City’s website at http://www.okc.gov/bids/bidhelp.html.

Bids shall be made in accordance with the Notice to Bidder, General Instructions and Requirements for Bidders, Oklahoma Open Records Act and Confidential Information, the Specifications, the Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement, and the Anti/Non-collusion Affidavit which are a part of the complete electronic bid packet. The Bid/Pricing Agreement/Contract Form must be completed, signed and submitted electronically through BidSync for the bid to be valid.

Bids timely submitted electronically through BidSync shall be opened at the time stated above or later in the City Clerk’s Conference Room, located on the 2nd floor of the Municipal Building. The BidSync system does not allow bids to be submitted after the 10:00:00 a.m. deadline, on the above mentioned date. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours thereafter before a pricing agreement/contract shall be made and entered into hereon.
GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF THE TERMS AND CONDITIONS OF THE BIDDER’S IRREVOCABLE BID AS A FIRM OFFER. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR SPECIFICATIONS MUST BE SPECIFIED AND SUBMITTED WITH THE BIDDER’S BID. THIS CAN BE ACCOMPLISHED BY SUBMITTING AN ALTERNATE OFFER, IF AVAILABLE ON THE BID, OR BY ENTERING INFORMATION INTO THE “NOTE TO BUYER” FIELD. A BIDDER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED “EXCEPTIONS” INTO THE BIDSYNC SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET AND ANY OTHER BID DOCUMENTS RELATED TO THIS BID.

1. EXAMINATION BY BIDDERS: All Bidders must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any bid/pricing agreement/contract. Failure to examine is at the Bidder’s own risk as Bidder will be held to the terms, conditions and requirements therein.

2. SUBMISSION OF FORMS REQUIRED FOR PRICING AGREEMENT/CONTRACT AWARD: All bids must be completed electronically, on the forms provided by the contracting entity through the electronic bidding system. Bids will not be considered unless the bid/pricing agreement/contract form is completed, signed and submitted by the Bidder in the electronic bidding system. A letter of authorization should also be attached and submitted when the Bidder is not authorized by statute and the Bidder’s organizational and establishing documents to sign and bind the Bidder to the bid/pricing agreement/contract documents. The anti/non-collusion affidavit must be executed by the Bidder or an authorized agent and notarized. The notarization must contain:
   (a) The notary's signature (electronic signature);
   (b) Jurisdiction where notarization took place (i.e., State of__, County of__);
   (c) Date of notarization;
   (d) The notary's commission expiration date;
   (e) The notary's commission number (Oklahoma);
   (f) The notarial seal (the notary seal is not required for electronic notarization); and
   (g) Comply with all other applicable laws. The anti/non-collusion affidavit must be submitted electronically with the electronic bid packet.

3. SUBMISSION OF BIDS ELECTRONICALLY TO THE CITY CLERK/SECRETARY: Bids must be submitted electronically through BidSync and shall be opened at the time stated in the Notice to Bidders, or later, in the City Clerk’s Conference Room, located on the 2nd floor of the Municipal Building. The BidSync system does not allow bids to be submitted after the deadline. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours thereafter before a pricing agreement/contract shall be made and entered into thereon.

4. DESCRIPTIVE TERMS: Unless the term “no substitute” is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.

5. EXCEPTIONS: Any exceptions or variances to these instructions or specifications must be submitted with the Bidder’s bid. This can be accomplished by submitting an alternate offer, if available on the bid, or by entering information in the “Note to Buyer” field. A Bidder may also submit exceptions by uploading a separate document labeled “Exceptions” into the BidSync system. Failure to indicate any exceptions will be construed to mean that the Bidder offers to furnish the exact commodity as described in the bid specifications and as full acceptance of the requirements, instructions, and specifications contained in this bid packet and any other bid documents related to this bid.

6. UNIT PRICES: A unit price for each unit bid must be shown and include any applicable taxes, delivery, and packaging and/or packing, if any, unless otherwise specified. If there is an estimated quantity stated as such in the specifications, the estimate is not a guarantee of the quantity which may be purchased. When the quantity in the BidSync system is listed as “1”, Bidder shall bid the per individual unit price. The City or Trusts may purchase one or more bid item at any given time throughout the term of the pricing agreement/contract. The BidSync system will calculate the total based on the quantity requested by The City or Trust and the price entered by the Bidder. The BidSync system will calculate the bid price based on the quantity and price. Items bid as an estimated quantity will be awarded on a “no guarantee” basis. Prices shall be extended in decimals, not fractions, and shall include
transportation and delivery charges, prepaid by the Bidder to the destination specified in the special instructions of the specifications.

7. EXEMPTIONS FROM CERTAIN TAXES: The purchase of certain goods or services by the contracting entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the bid price. No additional payment or compensation will be made for taxes.

8. PAYMENTS AND DISCOUNTS:
   (a) Payment for goods and services as specified in the pricing agreement/contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Bidder of properly prepared invoice(s) and/or notarized claim voucher, if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Processing fees may not be added when a purchasing card is used.
   (b) Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. However, offered discounts will be taken, if payment is made within the discount period.
   (c) Late charges cannot be assessed against The City or a Trust.

9. DELIVERY:
   (a) All bid prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the bid specifications) with all charges prepaid to the actual point of delivery.
   (b) Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids to be rejected. A successful Bidder is required to keep the purchasing department advised at all times of the status of the order and delivery. All goods or services shall be delivered within thirty (30) days from the date of the award of the pricing agreement/contract, unless specified otherwise.

10. AWARD OF PRICING AGREEMENT/CONTRACTS: The contracting entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.

11. PERFORMANCE BONDS: If required by the specifications, the successful Bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of pricing agreement/contract.

12. PATENTS: The Bidder agrees to indemnify and save harmless the contracting entity, the purchasing agent and assistants from all suits and actions of every nature and description brought against the Bidder and/or any assistants because or for the use of patented or licensed appliances, products or processes. The Bidder shall pay all royalties and charges which are legal and equitable evidence of such payment or satisfaction shall be submitted upon request of The City/Trust, as a necessary requirement in connection with the final execution of any pricing agreement/contract in which patented or licensed appliances, products or processes are to be used.

13. TERMINATION:
   (a) The performance of services and/or the delivery of items under any pricing agreement/contract may be terminated by the contracting entity, in whole or in part, whenever it is determined to be in the best interest of the contracting entity.
   (b) Any such termination will be effected by delivery to the Bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.
   (c) After receipt of a termination notice, the Bidder shall stop performance of services and/or accept no further orders under the pricing agreement/contract.

14. COMPLIANCE WITH APPLICABLE LAWS: All Bidders must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. 2000d-et seq.

15. SELF-INSURED: The City is self-insured for its own negligence. The liability of City and Trusts for acts of negligence are limited and subject to the Governmental Tort Claims Act, Title 51 sections 151 et seq.

16. RIGHT TO AUDIT: The contracting entity shall at all times have the right to examine books, papers and records of the successful Bidder relative to all aspects of the pricing agreements/contracts awarded as a result of this bid to confirm pricing agreement/contract compliance. Failure to provide the requested information may result in termination of the pricing agreement/contract. This right to audit only affects pricing agreement/contract compliance as a result of this bid, and does not apply to vendor records beyond the scope of the pricing agreement/contract.

17. REFERENCES: The City has the right to request references from bidders.

18. BID EVALUATION: Bids will be evaluated based upon the lowest overall cost to the City and a bidder's responsiveness to the requirements of the specifications. The City retains the right to waive minor deficiencies of specifications, technicalities or informalities in a bid, provided that the best interest of the City would be served without prejudice to the rights of other bidders.
OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

All materials submitted to The City of Oklahoma City or its Trusts pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 Okla. Stat. §§ 24A.1. et seq. The purpose of this Act is to ensure and facilitate the public’s right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all “records,” as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to The City or its Trusts pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked “Confidential”. DO NOT label your entire Bid or Proposal as “Confidential” – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as “Confidential”.

2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. §§ 85, et seq..

Should an Open Records request be presented to The City or its Trusts requesting information you have identified as “Confidential,” you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as “Confidential”, you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as “Confidential,” you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by The City or its Trust based upon its determination of the application of the Oklahoma Open Records Act.

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BID SPECIFICATIONS

INERTIAL PROFILING SYSTEM
BID SPECIFICATIONS
INERTIAL PROFILING SYSTEM
Instructions to Bidders

INTENT: To enter into a contract for the purchase of a new inertial profiling system. The successful bidder must meet the requirements set forth in these specifications. The awarded vendor is to provide installation and training at 3738 SW 15th Street, Oklahoma City, Oklahoma 73108, within 75 days of receiving a purchase order from the Oklahoma City Public Works Department.

SCOPE OF PRICING AGREEMENT/CONTRACT: The contractor shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein.

The City and its Trusts reserve the right to award this pricing agreement/contract to a single vendor or to multiple vendors, whichever is deemed to be in best interest of the Contracting Entity. You may bid on some or all items. If you choose not to bid on one of the items respond by typing, "No Bid" in the “Note to Buyer” field of the Line Item in the BidSync system.

SUBSTITUTE OFFERS: If the bid specifications provide that The City or its Trusts are accepting substitute offers for a good or service, this option will be available for bidders in BidSync when completing the electronic bid packet. The City or its Trusts are under no obligation to accept a substitute offer.

CONTRACTING ENTITY: The term "Contracting Entity" as used throughout these specifications shall mean The City of Oklahoma City. However, should a PUBLIC TRUST, of which The City of Oklahoma City is Beneficiary, choose to avail itself of goods or services from the resultant pricing agreement(s)/contract(s), the contracted vendor(s) will honor the terms and conditions, including price, of the pricing agreement(s)/contract(s).

DELIVERY: Bidders shall specify their proposed delivery times for the requested goods and services in the Line Item pricing area in the electronic bidding system. If a deadline is specified and no alternative is proposed, the Bidder will have agreed to meet the stated deadline.

INSPECTION AND ACCEPTANCE AT DESTINATION:

1. Final inspection and acceptance shall be at destination. Acceptance will occur after the goods or results of the services have been inspected and when determined by designated competent staff to have met the bid specifications. Delivery does not constitute acceptance.

2. Although source inspection by the Contracting Entity is not anticipated under this pricing agreement/contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections when it deems to be appropriate.
F.O.B. DESTINATION:

1. The contractor shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points designated in the bid specifications.

2. Inside delivery is required unless specifically and expressly stated in the bid specifications.

COMMERCIAL PACKAGING: Preservation, packaging, packing and marking will be in accordance with contractor's best commercial practice to provide adequate protection against shipping damage. Contractor is required to replace any goods damaged in shipping or delivery.

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):

1. The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.

2. The contractor agrees to furnish all quantities ordered by The City of Oklahoma City and its related Trusts during the pricing agreement/contract period.

3. The Contracting Entity agrees to place orders with the contractor for all its requirements for those items shown in the price schedule, as awarded, except as follows:

   a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
   b. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
   c. Quantities of items where federal funds are involved and other action is warranted for federal regulatory compliance purposes.
   d. Quantities of items awarded under specific and separate pricing agreements/contracts.
   e. Quantities of items which otherwise are determined to be outside the general scope and intent of this pricing agreement/contract.

4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.

5. There is no obligation to purchase any items from this pricing agreement/contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.
6. The City may request vendors provide quantity discounts when making larger purchases. Quantity discounts will be requested from all vendors when multiple pricing agreements are awarded.

**ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of this pricing agreement/contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Pricing Agreement/Contract articles, (ii) Bid Specifications, (iii) Notice to Bidders, (iv) General Instructions and Requirements for Bidders, (v) other requirements provided by the Contracting Entity in the bid packet, then (vi) attachments, notes and exceptions by Bidder.

**PAYMENT METHODS:** The ordering departments will utilize purchase order numbers or purchasing cards for ordering the goods and services they require as the need arises during the pricing agreement/contract period.

Neither The City of Oklahoma City nor any of its Trusts shall be held liable for any and all damages sustained by any contractor for delivery of goods or services awarded by pricing agreement/contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any Oklahoma City department or Trust without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

**PAYMENT/INVOICE:**

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.

2. FOR ORDERS PLACED BY PURCHASE ORDER: The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to accountspayable@okc.gov. If invoices are e-mailed, a paper copy should not be mailed. This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.

   FOR ORDERS PLACED BY PURCHASING CARD: Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated.

3. Invoices must contain the following information:
   a. Contractor/Vendor's name and address
   b. Ship to address (department name)
c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
d. Itemization of each item purchased to include:
   (1) description/stock number
   (2) unit price
   (3) quantity
   (4) unit of issue (each, box, dozen, pound, etc.)
   (5) total price
e. Total amount of invoice
f. Date of delivery

4. Invoices should not reflect any outstanding backorders.

**WARRANTY:**

1. The contractor warrants that at the time of delivery, all items furnished under this pricing agreement/contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this pricing agreement/contract. All Bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.

2. As to any item which does not conform to this warranty, the contractor agrees that the Contracting Entity shall have the right to:
   
   a. Reject and return each nonconforming item to the contractor for correction or replacement at the contractor's expense; or
   b. Require an equitable adjustment in the pricing agreement/contract price.

3. This warranty shall be in addition to any other rights of the Contracting Entity.

4. All equipment warranties shall start on the date of installation, and will be for the full term of said warranty.

**GENERAL PROVISIONS:** The following documents are attached or by this reference incorporated as a part of this pricing agreement/contract:

   a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
   b. Anti/Non-collusion Affidavit
   c. General Instructions and Requirements for Bidders
   d. Specifications
   e. Oklahoma Open Records Act and Confidential Information

[Rest of page intentionally left blank]
SAFETY DATA SHEETS: Any Contractor supplying goods or materials to The City of Oklahoma City or a related Trust that require a Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

a. Submitted as part of the proposal document  
b. Submitted prior to agreement/contract award  
c. Submitted with the product invoice  
d. Submitted at the request of The City or Trust

In all instances, the Contractor shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to or from The City or related Trust. The appropriate proposal number, agreement/contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found on-line at [https://www.osha.gov/Publications/OSHA3514.html](https://www.osha.gov/Publications/OSHA3514.html). Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division  
420 W. Main Street, Suite 630  
Oklahoma City, Oklahoma 73102  
(405) 297-3891

[Rest of page intentionally left blank]
ADDENDA: It is the Bidder’s responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Bidder’s bid will not be accepted if all addenda have not been acknowledged by the Bidder through the electronic bidding system. If you are set up for electronic notifications through the electronic bidding system, you should receive a notification by e-mail when addenda are issued.

BRAND NAMES/EXAMPLES: Any brand names are used for comparative purposes only. Slight variations from the measurements and sizes given that do not compromise the requirements of the bid specifications will be considered.

INSURANCE REQUIREMENTS: The following insurance requirements are applicable and must be obtained prior to contract award.

LIABILITY & PROPERTY DAMAGE INSURANCE: The Contractor assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save The City of Oklahoma City harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor's operations and transportation of the City’s equipment to and from repair site regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless The City of Oklahoma City from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

In this connection, the Contractor shall carry Worker's Compensation in accordance with State Laws and General Liability Insurance in the following amounts:

- **Property Damage Liability** - Limits shall be carried in the amount of not less than fifty thousand dollars ($50,000) to any one person for any number of claims for damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.

- **All Other Liability** - In the amount not less than one hundred seventy-five thousand dollars ($175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

- **Single Occurrence or Accident Liability** - In an amount not less than one million dollars ($1,000,000) for any number of claims arising out of a single occurrence or accident.

- **Automobile Liability Insurance** – The contractor shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired equipments when said equipment is utilized to meet the requirements of this contract.
The insurance policies shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to The City of Oklahoma City. The City shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements and shall state that such insurance shall not be changed or canceled without ten days prior written notice to The City of Oklahoma City. All policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims made” form, the Contractor shall also provide tail coverage that extends a minimum of two years from the expiration of the Contract. All policies must be fully insured with any single deductible not exceeding $25,000. Certificates of Insurance shall be delivered to The City of Oklahoma City prior to contract award. The City of Oklahoma City shall be listed as the Certificate Holder. The policy description shall state the following: “The City of Oklahoma City and its’ Trusts are additional insureds on all policies as required by the contract.”

Unless otherwise approved by the City prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Contractor’s self-insured retention.

UNDUE INFLUENCE: Upon advertising this solicitation, no officer, employee, agent, or representative of the Bidder shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e. Trust Officer, City Council member, or City staff) either directly or indirectly through others in which the Bidder seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

Contacts by the Bidder with the Contracting Entity that do not pertain to a solicitation are exempt from this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with the Contracting Entity by the Bidder’s employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Bidder
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-bid or pre-proposal conferences
- Discussions with The City Procurement Agent, buyer or departmental contact as outlined in the bid packet

If a representative of any Bidder submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in the Bidder being disqualified from the procurement process.
INTENT: To enter into a contract for the purchase of a new inertial profiling system. The successful bidder must meet the requirements set forth in these specifications. The awarded vendor is to provide installation and training at 3738 SW 15th Street, Oklahoma City, Oklahoma 73108, within 75 days of receiving a purchase order from the Oklahoma City Public Works Department.

The following specifications are based on standards approved by the City of Oklahoma City Public Works Department. Deviations to these specifications need to be noted on the technical specification questionnaire included in the bid packet.

SPECIFICATIONS

1. Install a high speed bi-directional fixed-mounted Inertial Profiling System (IPS) in the front or middle of a 2013 Ford 150 extended cab pickup truck. Provide waterproof housing for the system electronics (including sensors, cables and wires). Provide detachable or retractable waterproof covers to protect the lasers when the inertial profiling system is not in use.

2. The IPS must comply with AASHTO Designations M 328-14 and R054, 056-057 and ASTM E950, Class I requirements, and DOT/Transport Ministry specifications.

3. Provide a dual wheel path IPS with two LMI/Selcom 5KHz Gocator Roline wide scan sensor for laser readings with up to a 6"/150mm lateral footprint. Must include quick-disconnect cabling, custom mounting hardware for Gocator sensor, data collection electronics and power supply support for Roline sensor. Provide the manufacturer’s laser quality records and user’s manual and the Gocator data collection software. The dual wheel path profiling system shall include a Class IIIB laser rangefinder and accelerometer for the second track, mounting hardware sensor covers and cabling for dual path profiling, and dual track data collection electronics and software.

4. Data Collection
   a. ISO9001 built portable digital data collection electronics module.
   b. Capabilities include:
      i. IRI, MRI, HRI, PRI, RN profile indexes
      ii. Real time display of position, profile, and speed
      iii. Adjustable templates for localized roughness (bump/dip locations and grinding/fill estimates
      iii. Outputs PDF images, ProVal (ERD/PPF), Excel.

5. Provide, as a minimum, plus/minus 4g accelerometers, one for each laser. Identify the specific model and manufacturer in the bid documents. Design the housing unit to permit the operator to check and perform required accelerometer calibrations. Provide the manufacturer’s accelerometer calibration records and accelerometer manual.

6. Provide the capability to auto-trigger the start and stop of the profile measurements.

7. Provide two sets of calibration blocks that include a base plate, 0.25-, 0.50-, 1.00-, and 2.00-inch blocks for the height calibration.

8. Provide a user’s manual that includes a system block diagram and pertinent wiring diagrams for system components.
9. Rut Depth Measurement. Includes:
   a. Three additional laser sensors for a total of five. One will be located between the wheel paths and two more will be located on the perimeter.
   b. Profiling systems electronics, firmware, and software for rut depth measurement and reporting.
   c. Electronics and software for three profile path (left, right and center) and five point rut measurement.
10. Provide a GPS with 2.3 feet/0.7 meter accuracy. 10Hz OEM GPS subsystem with GPS/GLONASS, with limited corrections. Includes:
    a. 2.3 feet/0.7 meter accuracy GPS receiver, antenna and signal cable
    b. Integration of GPS positioning with IPS stationing and areas of localized roughness;
    c. Real time GPS display on scalable profile trace;
    d. GPS Tracker for real time position display along profile trace; GPS integration with Google Earth/Maps for visualization of profile data and real time navigation.
11. Provide dashboard mounted digital camera with images integrated with the profiling system at user specified intervals. Must be able to view profile data/results with images of adjacent area simultaneously. Minimum requirements are;
    a. USB 3.0
    b. 5 Megapixel
    c. 2448 x 2048 at 35 FPS
    d. Sony IMX264 CMOS
    e. Global shutter
    f. Color
    g. CS-mount (5mm C-mount adapter not included)
    h. Lens: 2/3” 16mm f/1.4 C-mount
12. Provide a Panasonic Toughbook, or approved equal, military specification rugged notebook computer configured for IPS operation.
    a. Daylight readable, touch-screen controls, minimum Intel i5 processor, 2GB RAM, 250 GB hard drive, Windows 7 Pro operating system.
    b. Portable housing with internal AC/DC power supplies.
    c. Storage media to transmit profile data via DVC, USB or flash memory cards.
    d. Toughbook pre-configured with SSI data collection, analysis and reporting software.
    e. Software license for profiling system and desktop computer use.
    f. Pedestal Mount which includes lockable docking station, pole assemblies for attachment to base plate, motion attachment for repositioning operator computer for driver or passenger.
13. Provide one-year parts and labor warranty on the IPS.
14. Provide installation and training in Oklahoma City, Oklahoma.

**Technical questions are to be addressed through the electronic bidding system and the Buyer will respond electronically and issue addenda, if necessary.**
TECHNICAL QUESTIONNAIRE

The technical questionnaire is considered to be part of the technical specifications of the bid. Bidders should answer all questions to be considered for contract award.

Pricing must be submitted through the Line Item area of the electronic bidding system.

The City is requesting a turnkey price for all materials and equipment as listed in the specifications to include miscellaneous hardware and supplies, if any. A breakdown of these costs must be uploaded in the pricing area of the electronic bidding system.

[Rest of page intentionally left blank]
LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED AND SIGNED IF THE BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT WAS NOT SIGNED BY THE OWNER, A GENERAL PARTNER, OR AN OFFICER OF THE CORPORATION

THIS DOCUMENT CAN BE UPLOADED ELECTRONICALLY AS AN ATTACHMENT TO ONE OF THE LINES ITEMS ON THE ELECTRONIC BID

City of Oklahoma City or related Public Trust:

This letter authorizes _____________________________________________ to sign the BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and all forms related to on behalf of ___________________________________________________.

Company Name

Sincerely,

____________________________________ __________________________________
Signature of Authorized Agent   Print Title           Date

________________________________
Print Name

Email Address: ____________________________________________________

Title: (must be checked)

☐ Owner
☐ Chief Executive Officer [CEO]
☐ Chairman or Chairman of the Board
☐ President
☐ Vice-President

☐ Treasurer
☐ Secretary
☐ Assistant Secretary
☐ Secretary-Treasurer

BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE ELECTRONIC BID SYSTEM

Page 16 of 16
### TECHNICAL SPECIFICATIONS QUESTIONNAIRE

Bidder must complete the entire questionnaire and explain any no response in the comment section below each item.

**Vendors are to indicate compliance in the appropriate box. Explain all "No" responses.**

<table>
<thead>
<tr>
<th>1. Inertial Profiling System (IPS)</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Install a high speed bi-directional fixed-mounted Inertial Profiling System (IPS) in the front or middle of a 2013 Ford 150 extended cab pickup truck.</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>b. Provide waterproof housing for the system electronics (including sensors, cables and wires).</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>c. Provide detachable or retractable waterproof covers to protect the lasers when the inertial profiling system is not in use.</td>
<td>□ Yes □ No</td>
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<tr>
<td>Comments:</td>
<td>5</td>
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<thead>
<tr>
<th>2. AASHTO, ASTM and DOT Designations</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. AASHTO Designations M 328-14 and R054, 056-057</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>b. ASTM E950, Class I requirements</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>c. DOT/Transport Ministry specifications</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>Comments:</td>
<td>5</td>
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</table>

<table>
<thead>
<tr>
<th>3. Data Collection</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. ISO9001 built portable digital data collection electronics module.</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>b. IRI, MRI, HRI, PRI, RN profile indexes.</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>c. Real time display of position, profile, and speed.</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>d. Adjustable templates for localized roughness (bump/dip locations and grinding/fill estimates.</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>e. Outputs PDF images, ProVal (ERD/PPF), Excel.</td>
<td>□ Yes □ No</td>
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</table>

<table>
<thead>
<tr>
<th>4. Accelerometers</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Provide, as a minimum, plus/minus 4g accelerometers, one for each laser.</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>b. Identify the specific model and manufacturer in the bid documents.</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>c. Design the housing unit to permit the operator to check and perform required accelerometer calibrations.</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>d. Provide the manufacturer’s accelerometer calibration records and accelerometer manual.</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>Comments:</td>
<td>5</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>5. Auto-Trigger</th>
<th>Compliance</th>
</tr>
</thead>
</table>
### 6. Calibration

<table>
<thead>
<tr>
<th>a. Provide two sets of calibration blocks that include a base plate, 0.25-, 0.50-, 1.00-, and 2.00-inch blocks for the height calibration.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>a. Provide a user’s manual that includes a system block diagram and pertinent wiring diagrams for system components.</th>
</tr>
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<tbody>
<tr>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
</tbody>
</table>

### 8. Rut Depth Measurement

<table>
<thead>
<tr>
<th>a. Three additional laser sensors for a total of five. One will be located between the wheel paths and two more will be located on the perimeter.</th>
</tr>
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<tbody>
<tr>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>b. Profiling systems electronics, firmware, and software for rut depth measurement and reporting.</td>
</tr>
<tr>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>c. Electronics and software for three profile path (left, right and center) and five point rut measurement.</td>
</tr>
<tr>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
</tbody>
</table>

### 9. GPS

<table>
<thead>
<tr>
<th>a. Provide a GPS with 2.3 feet/0.7 meter accuracy with GPS receiver, antenna and signal cable.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>b. Integration of GPS positioning with IPS stationing and areas of localized roughness.</td>
</tr>
<tr>
<td>□ Yes □ No</td>
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<tr>
<td>c. Real time GPS display on scalable profile trace.</td>
</tr>
<tr>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>d. GPS Tracker for real time position display along profile trace; GPS integration with Google Earth/Maps for visualization of profile data and real time navigation.</td>
</tr>
<tr>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
</tbody>
</table>

### 10. Dashboard Mounted Digital Camera

<table>
<thead>
<tr>
<th>a. USB 3.0</th>
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<tbody>
<tr>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>b. 5 Megapixel</td>
</tr>
<tr>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>c. 2448 x 2048 at 35 FPS</td>
</tr>
<tr>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>d. Sony IMX264 CMOS</td>
</tr>
<tr>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>e. Global shutter</td>
</tr>
<tr>
<td>□ Yes □ No</td>
</tr>
</tbody>
</table>
### 1. Color
- g. CS-mount (5mm C-mount adapter not included)
- h. Lens: 2/3” 16mm f/1.4 C-mount

Comments:  

### 11. Notebook Computer
- a. Provide a Panasonic Toughbook, or approved equal, military specification rugged notebook computer configured for IPS operation.
- b. Daylight readable, touch-screen controls, minimum Intel i5 processor, 2GB RAM, 250 GB hard drive, Windows 7 Pro operating system.
- c. Portable housing with internal AC/DC power supplies.
- d. Storage media to transmit profile data via DVC, USB or flash memory cards.
- e. Toughbook pre-configured with SSI data collection, analysis and reporting software.
- f. Software license for profiling system and desktop computer use.
- g. Pedestal Mount which includes lockable docking station, pole assemblies for attachment to base plate, motion attachment for repositioning operator computer for driver or passenger.

Comments:  

### 12. Warranty
- a. Provide one-year parts and labor warranty on the entire IPS.

Comments:  

### 13. Installation and Training
- a. Provide installation and training in Oklahoma City, Oklahoma included in total bid price. Installation and training should occur within 75 days of successful bidder receiving a purchase order from the Oklahoma City Public Works Department.

Comments:  

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City of Oklahoma City and its Trusts

8/11/2016 1:13 PM  
Bid 17000  
p. 32
Question and Answers for Bid #17000 - Inertial Profiling System

<table>
<thead>
<tr>
<th>Overall Bid Questions</th>
</tr>
</thead>
<tbody>
<tr>
<td>There are no questions associated with this bid.</td>
</tr>
</tbody>
</table>