

OKLAHOMA TURNPIKE AUTHORITY

AUCTION RULES AND PROCEDURES

34 VES CAMERAS (PRE ELPAC; SAIC Pulnix Model TM-9701 or EE 1100 Units - Progressive Scan; Lens: 75mm F1.4 Manual Focus TV Lens- Includes TIFFEN 58mm Red filters), 160 LIGHT HOUSINGS (PELCO pressurized camera housing (nitrogen) Model: EH8104; NEMA TYPE 6 w/Model SS804 housing cover); 100 LIGHT CONTROLLERS ASSOCIATED WITH THE VES SYSTEM; 60 VES CONTROLLERS WITH QX CARD-VIOLATION ENFORCEMENT SYSTEM CONTROLLER (VESC) WITH THE QX 1000 DIGITIZER CARD; EITHER EE 1100 OR 9701; 80 CAMERA HOUSING BRACKETS (PELCO Astro-Brac - Mast arm mount traffic signal bracket); 10 VES CONTROLLERS MINUS MOST DIGITIZER BOARDS; ~ USED Make: N/A Model: N/A Serial Num: N/A

Inspection: The responsibility to determine the condition of the property rests with the bidder. Prospective bidders are encouraged to inspect the property prior to bidding, and to place bids based solely on their personal inspection and evaluation.

Warranty: All equipment will be sold "as is", "where is", and "with all faults, if any". The Authority disclaims all warranties or guarantees, expressed or implied, as to the condition, quality, completeness or fitness for any particular or general purpose or compliance to safety regulations of the equipment being sold. Descriptions of items appearing in this online auction are believed to be correct. However, neither those descriptions, nor any oral statements made concerning any item, shall be considered as a warranty, expressed or implied.

THE AUTHORITY OFFERS NO GUARANTEES OR WARRANTIES.
DETERMINATION OF CONDITION, FUNCTION, AND PERCEIVED OR ASSUMED VALUE IS THE SOLE RESPONSIBILITY OF THE BUYER.

Awarded items must be removed from the Authority's premises within 20 business days of the close of auction. However, no property may be claimed or removed prior to making full payment. If unclaimed by winning bidders, the Authority reserves the right to re-auction or award the item to the next highest bidder.

Items being listed were in working condition when removed from the turnpike lanes by the Authority, but are sold as-is and hold no guarantees as to the current working condition. Available items are located in the warehouse. **NOTE: 36 additional cameras are still installed in the field and will be made available as soon as uninstalled between now and November 2011.**

Auction closes on July 21, 2011 at 4:30pm, CST. Bids must be received in writing prior to this time. Bids can be sent via email to fkibic@pikepass.com, or by fax to (405) 425-7446, attention Ferdinand Kibic.

Condition: **USED**

1. General: Items are offered for sale by Oklahoma Turnpike Authority, identified herein as the "Authority". However, a third-party web site provider, an online auction services contractor, is utilized. Those submitting bids are identified herein as "bidder(s)" or "buyer(s)". Partial bids will be considered.

2. Eligibility: A buyer must be a minimum of 18 years old and legally able to form binding contracts as a buyer in an auction.

3. Viewing: Typically, buyers may view auction items Monday thru Thursday from 7:00-11:30 AM and 12:00-3:00 PM at the TransCore warehouse located at 13408 Railway Dr, Oklahoma City, Oklahoma, unless otherwise stated on the auction website. Due to liability reasons, no children, and only two (2) adult customers at a time, are allowed in the warehouse. Auction preview is limited to items available for sale during the next 30 days.

4. Inspection: The responsibility to determine the condition of the property rests with the bidder. Prospective bidders are encouraged to inspect the property prior to bidding, and to place bids based solely on their personal inspection and evaluation. Prospective bidders will not be allowed to test, operate or disassemble any item featured in an auction.

5. Warranty: All equipment will be sold "as is", "where is", and "with all faults, if any". The Authority disclaims all warranties or guarantees, expressed or implied, as to the condition, quality, completeness or fitness.

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2. Eligibility: A buyer must be a minimum of 18 years old and legally able to form binding contracts as a buyer in an auction.

3. Viewing: Typically, buyers may view auction items Monday thru Thursday from 8:00-11:30 AM and 12:30-3:30 PM, by appointment, at the warehouse located at 13408 Railway Dr, Oklahoma City, Oklahoma, unless otherwise stated on the auction website. To make an appointment to view items, contact Ferd Kibic at (405) 425-7407. Due to liability reasons, no children, and only two (2) adult customers at a time, are allowed in the warehouse.

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5. Warranty: All equipment will be sold "as is", "where is", and "with all faults, if any". The Authority disclaims all warranties or guarantees, expressed or implied, as to the condition, quality, completeness or fitness for any particular or general purpose or compliance to safety regulations of the equipment being sold. Descriptions of items appearing in this online auction are believed to be correct. However, neither those descriptions, nor any oral statements made concerning any item, shall be considered as a warranty, expressed or implied.

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6. Ownership: At the end of the auction, the highest bidder has entered into a binding contract with the Authority, and is obligated to pay the price bid. Placing the winning bid, but not paying for the product, is illegal in most states, and may result in prosecution. The winning bid cannot be retracted unless due to a fault of the Authority, for example, typographical or other error.

Awarded items must be removed from the Authority's premises within 20 business days of the close of auction. However, no property may be claimed or removed prior

to making full payment. If unclaimed by winning bidders, the Authority reserves the right to re-auction or award the item to the next highest bidder.

Bidders that fail to claim, pay for, and remove auction items from the Authority's premises by the close of business on the 20th business day after the close of the auction shall forfeit their rights to the auction item, and be declared as a default bidder. The Authority may ban a default bidder from participating in future online auction events. If one item goes into default, all items won by the bidder go into default and are subject to resale. Bidders should verify winning status before traveling to the Authority location.

7. Payments: Payment for an awarded item must be made by cashier's check and mailed to PO BOX 11357, Oklahoma City, OK 73136-0357, or to 3500 Martin Luther King, Oklahoma City, OK 73111, with the email notification of winning. All sales are final and may be subject to the applicable sales tax rates, currently 8.375%, unless the buyer provides a valid tax-exempt certificate at the time of payment.

8. Shipping: Unless otherwise noted, all items sold must be picked up at the warehouse location at 13408 Railway Dr, Oklahoma City, Oklahoma. The bidder may request the Authority to ship items, or prepare items for shipping, but winning bidders will be solely responsible for pick-up or shipping arrangements, and all associated costs. The Authority will not be responsible for items after buyer, or designated shipper, takes possession.

9. Indemnification: Buyers agree to indemnify and hold harmless the Authority for any and all damages, claims, or liability of any nature or kind in the sale of, or the buyer's use of, the property. The buyer, its predecessors, successors and assigns hereby release, relinquish and discharge the Authority, its former, present and future agents, employees, officers, officials and legal representatives (collectively known as "the Authority") from any liability arising out of the sale and/or concurrent negligence of the Authority for any injury, including death or damage to persons or property, where such damage is sustained in connection with, or arising out of, the sale of Authority owned property.

10. Liability: Under no circumstances will the Authority be liable to any person or business entity for any direct, indirect, special, incidental, consequential, or other damages or losses based on, or caused by, any use of the web site, or any other web site to which the site is linked, the content of such web sites, or any viruses or other harmful components derived from any such web sites, including, without limitation, any lost profits, revenue, or use, business interruption, or loss of computer programs or information. Errors and equipment malfunctions are possible and may occur without notice. In case of malfunctions of hardware or software, the Authority

reserves the right to cancel any sale, even if an award notification e-mail has been received.

11. **Reproduction of Auction Materials and Resale of Items Listed:** Bidders or website users may reproduce or copy images, photographs, or descriptions of property listed on the auction site for personal use only. Bidders and website users may not reproduce, display, or broadcast online auction materials by any means, or by using any media, without the express written permission of the Authority. The Authority reserves the right to disallow participation by any website user or bidders at any time for violating applicable laws, ordinances, terms and conditions listed here, or for activity deemed unacceptable by the Authority. Before paying for and taking possession of the items listed for sale by the Authority, successful bidders and website users shall not post or list the same items for sale by any other means.

12. **Privacy:** The Authority gathers information from bidders so that it will know who has won an auction item. Personal information is not sold or rented. Personal information is used for the purpose of conducting online auctions and is not used for any other purpose.

13. **Applicable Law:** Although this site may be accessed from any state, bidders who participate in this auction agree that the laws of the State of Oklahoma shall govern all matters relating to the use of this auction and purchase of items listed by the Authority on this site.

Oklahoma Turnpike Authority

3500 Martin Luther King

Oklahoma City, OK 73111