



1. Solicitation #: AC0041

2. Solicitation Issue Date: 5/13/2025

3. Brief Description of Requirement:

**SOLICITATION DESCRIPTION: Nuclear Density Gauges per attached Specifications**

Vendors may submit questions until Tuesday, May 20th, 2025 at 1:00 pm CST by emailing [swelty@odot.org](mailto:swelty@odot.org) with ODOT's responses made available no later than Friday, May 23rd, 2025 at 1:00 pm CST.

CLOSING DATE: Friday, May 30th, 2025 at 1:00 pm CST. All responses to be emailed to [odotbids@odot.ok.gov](mailto:odotbids@odot.ok.gov) with sufficient time to make sure that response is received before the 1:00 pm deadline.

4. Response Due Date<sup>1</sup>: 5/30/2024

Time: 1:00pm CST/CDT

5. Issued By and **RETURN SEALED BID TO**<sup>2</sup>:

U.S. Postal Delivery Address:

\_\_\_\_\_  
\_\_\_\_\_

Common Carrier Delivery Address:

\_\_\_\_\_  
\_\_\_\_\_

**Electronic Submission Address:**

**odotbids@odot.ok.gov**

6. Solicitation Type (type "X" at one below):

- ☐ Invitation to Bid  
☒ Request for Proposal  
☐ Request for Quote

7. Contracting Officer:

Name: Stacy Welty

Phone: 405-766-0493

Email: [stacy.welty@odot.ok.gov](mailto:stacy.welty@odot.ok.gov)

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments").

<sup>2</sup> If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries.



## Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** AC0041

2. **Bidder General Information:**

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_  
Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>3</sup>:**

- ☐ YES – Permit #: \_\_\_\_\_
- ☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

- ☐ YES - Filing Number: \_\_\_\_\_
- ☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- ☐ YES – Include with the bid a certificate of insurance.
- ☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.<sup>4</sup>

<sup>3</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

<sup>4</sup> For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

**7. Disabled Veteran Business Enterprise Act**

☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

☐ NO – Do not meet the criteria as a service-disabled veteran business.

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Authorized Signature

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Date

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Printed Name

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Title



**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma Department of Transportation

Agency Number: 34500

Solicitation or Purchase Order #: AC0041

Supplier Legal Name:

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in pdf format via email, unless otherwise detailed in the solicitation. Email response should include the Solicitation Number (24-MTL-0017) and Closing Date (06/12/24) in the Subject Line.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

#### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.6. Bid Opening**

Sealed bids shall be opened by the **See Page 1** located at \_\_\_\_\_  
\_\_\_\_\_ at the time and date specified in the solicitation as the Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.8. Late Bids**

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:

A.9.2.1. Any Addendum to the Contract;

A.9.2.2. Purchase order, as amended by Change Order (if applicable);

A.9.2.3. Solicitation, as amended (if applicable); and

A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **A.13 Negotiations**

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting

financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

#### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

#### **A.15. Award of Contract**

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

#### **A.18. Invoicing and Payment**

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.



A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.

A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

#### **A.19. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

#### **A.20. Audit and Records Clause**

A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.21. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

#### **A.22. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

#### **A.23. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

#### **A.24. Termination for Cause**

A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.25. Termination for Convenience**

A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and

effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

**A.26. Insurance**

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

**A.27. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

**A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By 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](http://www.dhs.gov/E-Verify).

**A.29. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

**A.30. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

## **B. SPECIAL PROVISIONS**

**B.1.0.** This contract is for services in accordance within 74 O.S. Section 85.4.E.1 and in accordance with Section 85.12.B.3.

### **B.2.0. Definitions**

- B.2.1. The Department or Division is the Oklahoma Department of Transportation, Procurement Division.
- B.2.2. Response Documents include the Solicitation for Responses, these Instructions for Vendors, the Response Forms, other sample response forms, and any addenda issued prior to the receipt of Responses.
- B.2.3. Addenda are written or graphic instruments issued by the Department prior to the execution of the contract, which modify or interpret the Response Documents by additions, deletions, clarifications, or corrections.
- B.2.4. A Response is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Responding Documents.
- B.2.5. A Unit Price is an amount stated in the Response as a price per unit of measurement for materials or services as described in the Response Documents or in the proposed contract documents.
- B.2.6. A Vendor or Contractor is a person or entity that submits a Response.
- B.2.7. The Owner is the State of Oklahoma represented by the Department of Transportation.

### **B.3.0. Contract Period**

- B.3.1. The initial contract period shall be effective June 30, 2025 and shall run through June 30, 2026. Upon mutual agreement by the DEPARTMENT and the CONTRACTOR, this contract may be renewed for an additional three (3) one year periods.

### **B.4.0. Form of Award**

- B.4.1. An Award will be considered completed upon the full execution of a Contract to the awarded Vendor.

### **B.5. Service Requirement Exceeding Supplier Capacity**

- B.5.1 Should circumstances be such that the Contractor is unable to keep up with the work demand in a timely manner, at no fault of the Contractor, the Department reserves the right to seek additional services of other Contractors. Such action shall not nullify this contract.

### **B.6.0. Indefinite Quantity**

- B.6.1. This contract is for an indefinite quantity and the Department may or may not purchase the entire amount listed in this Solicitation.

### **B.7. Compensation**

- B.7.1. The CONTRACTOR's bid prices for the pay item shall be considered compensation in full for the performance of the CONTRACTOR's obligations under this contract.
- B.7.2. The billing shall not demand payment within any time period less than 30 days. Billing shall be submitted to the ODOT Procurement Division, 200 NE 21<sup>st</sup> Street, Oklahoma City, OK 73105. Furthermore, the DEPARTMENT will only accept billings for completed and accepted job sites.

### **B.8.0. Response Documents**

- B.8.1. Copies
  - B.8.1.1 Vendors shall use complete sets of Response Documents in the Solicitation for Responses.
- B.8.2. Amendments
  - B.8.2.1 Amendments will be posted on the website,
  - B.8.2.2 Each Vendor shall acknowledge that all Amendments were received, by signing the Amendment Forms.

### **B.9.0. Insurance Requirements**

- B.9.1. The CONTRACTOR shall maintain at all times during the term of this Contract, with an insurance carrier reasonably acceptable to DEPARTMENT and authorized to conduct business in the State of Oklahoma, insurance coverage as set forth in this Article:
- B.9.1.1 Workers' Compensation Insurance as required by the statutes of the State of Oklahoma, and adequate (but in no event less than \$100,000) Employer's Liability Insurance.
  - B.9.1.2 Public Liability and Property Damage Insurance covering all operations and activities hereunder in the following minimum limits (but in no event less than the statutory limits found at 51 Oklahoma Statutes, Section 151 et. seq. or successor or amendatory statutes):
    - a) Bodily Injury Liability in the amount of not less than \$100,000 for injuries, including accidental death and products liability, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 for one occurrence.
    - b) Property Damage Liability in the amount of not less than \$100,000 for any one accident including products liability and an aggregate limit of \$1,000,000 per occurrence.
    - c) Combined aggregate Liability coverage shall not be less than \$2,000,000 (two million) for bodily injury, death, and property damage.
  - B.9.1.3 A Comprehensive Business Auto policy with a minimum limit of not less than One Million. Dollar (\$1,000,000) combined single limit for bodily injury and property damage, providing coverage for at least any and all leased, owned, hired or non-owned vehicles used in any of CONTRACTOR's activities pursuant to this agreement, with any self-insured retention not exceeding One Hundred Thousand Dollars (\$100,000). Any and all mobile equipment which is not covered under this Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy
  - B.9.1.4 The CONTRACTOR shall furnish DEPARTMENT with a certificate evidencing the existence of all such insurance coverage; and the certificates evidencing the existence of the insurance coverage specified in these specifications. Said insurance coverage shall provide that the State of Oklahoma is an additional named insured under said policy or policies and that said policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice to DEPARTMENT. The foregoing provision regarding additional named insured shall not create or be deemed to create any liability on the part of said additional named insured which would not otherwise exist under the laws of the State of Oklahoma.
  - B.9.1.5 The CONTRACTOR shall provide the DEPARTMENT for the inclusion in the Contract file copies of certificates of insurance evidencing coverage as to both valuable papers and professional liability, said copies to be furnished to the DEPARTMENT within five (5) working days of execution of this Contract.

#### **B.10.0 Taxation Status**

- B.10.1. Please be advised that all governmental entities of the State of Oklahoma, FEI 73-6017987 are exempt from Oklahoma sales or use taxes pursuant to title 68, O.S. 2001, section 1356(1). Therefore, direct purchases made by a state entity are exempt from sales tax whereas purchases made by a contractor in fulfilling a state contract are taxable to the contractor.

#### **B.11.0 Communications during the Solicitation Process**

- B.11.1 Communication with anyone but the Buyer may result in a Vendor not being allowed to bid on this project.

#### **B.12.0. Vendor's Representations and Prequalification**

- B.12.1. Each Vendor, by making a response, represents that:
- B.12.2. The Vendor has read and understands the Response Documents and the Response is made in accordance therewith.
- B.12.3. The submitted Response is based upon the materials required by the Response Documents without exception.

### **B.13. Equal Employment Opportunity**

- B.13.1. In connection with the execution of this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR further agrees to insert a similar revision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

### **B.14. Hold Harmless Clause**

- B.14.1. The CONTRACTOR shall indemnify and save harmless DEPARTMENT, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against DEPARTMENT, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from acts of said CONTRACTOR or its servants, agents and subcontractors, in doing the work and rendered the services Contracted for, or by or consequence of any negligence in operations or any improper material or equipment used, or by or on account of any act or omission of said CONTRACTOR or his or its servants, agents and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court costs and all other expenses incurred in the investigation and defense of any claim or suit.

### **B.15. Labor**

- B.15.1. The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.
- B.15.2. There is no Federal funding for this project and Davis Bacon Wages do not apply for this project.

### **B.16. Travel**

- B.16.1. It is anticipated that travel may be a factor in some approved Task Orders based upon the Field District Residency locations and the nature of the required work.
- B.16.2. Travel expenses, consisting of Mileage, Lodging, will be in accordance with GSA or State of Oklahoma rates. Travel expenses will apply to pay items listed in Exhibits "A" and "B".

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Exhibit A



## Pricing Sheet

**Solicitation #**

**Job Description:**

**Location:**

Item # 1	Quantity	Price
<input type="text" value="Nuclear Moisture Density gauge (Troxel Model 3440 or equivalent) See Attached Specifications"/>	<input type="text" value="each"/>	<input type="text" value="\$"/>
<b>Item # 2</b>	<b>Quantity</b>	<b>Price</b>
<input type="text" value="Asphalt/Concrete gauge (Troxler Model 4640B or equivalent) See Attached Specifications."/>	<input type="text" value="each"/>	<input type="text" value="\$"/>
<b>Item #3</b>	<b>Quantity</b>	<b>Price</b>
<input type="text" value="Disposal of nuclear gauge – Troxel Model 3440 or equivalent. See Attached"/>	<input type="text" value="each"/>	<input type="text" value="\$"/>
<b>Item #4</b>	<b>Quantity</b>	<b>Price</b>
<input type="text" value="Disposal of nuclear gauge – Troxel Model 4640B or equivalent. See Attached"/>	<input type="text" value="each"/>	<input type="text" value="\$"/>
<b>Item #5</b>	<b>Quantity</b>	<b>Price</b>
<input type="text" value="Shipping of nuclear gauge(s). See Attached Specifications."/>	<input type="text" value="each"/>	<input type="text" value="\$"/>

**Comments:**

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**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Exhibit B – Specifications

The Quantities shown in this table are the maximum amount that could be purchased over the duration of the contract. Actual quantities will be based on available funding and needs of the Field Divisions. Actual purchased quantities will be determined by authorized Purchase Orders. Eight (8) nuclear moisture density gauges with corresponding quantities of Disposal and Shipping are anticipated in ODOT Fiscal Year 2025.

Pay Item #	Description	Qty Anticipated	Pay Unit
1	Nuclear moisture density gauge (Troxler 3440 or equivalent).  Payment will be made at the contract price (per each) for each gauge. See specifications Section 3 Technical Standards for additional information	Up to 38	Each
2	Asphalt/Concrete gauge (Troxler 4640B or equivalent)  Payment will be made at the contract price (per each) for each gauge. See specifications Section 3 Technical Standards for additional information	Up to 20	Each
3	Disposal  Payment will be made at the contract price (per each) for each gauge. See specifications Section 3 Technical Standards for additional information	Up to 58	Each
4	Shipping  Payment will be made at the contract price (per each) for each gauge. See specifications Section 3 Technical Standards for additional information	Up to 58	Each

Ship to:  
Oklahoma Department of Transportation  
Materials Division

Located at:  
5201 NE 122<sup>nd</sup> St., Building 4011  
Edmond, OK 73013

## Bulk Nuclear Gauge Purchase

### 1. PROJECT LOCATION

Oklahoma Department of Transportation  
Materials Division  
5201 NE 122<sup>nd</sup> St., Building 4011  
Edmond, OK 73013

### 2. SCOPE OF SERVICES

This project shall consist of the purchase and delivery of up to thirty-eight (38) Troxler 3440 or equivalent, up to twenty (20) Troxler 4640B or equivalent model gauges, and the trade-in and disposal/shipping of up to thirty-eight (38) Troxler 3440, and up to twenty (20) Troxler 4640B model gauges located at 5201 NE 122<sup>nd</sup> St., Building 4011, Edmond, OK 73013.

**2.1 General Requirements.** The Vendor, as an independent agent of the Oklahoma Department of Transportation (Department), shall supply necessary personnel, equipment, transportation, and all other items necessary for the shipment of the requested nuclear gauges and all other incidentals necessary for the subsequent delivery of the equipment.

The Vendor shall be responsible for any other background work/research needed/required to confirm the Department's nuclear gauge license has the capacity to receive the requested number of gauges. Any failure to do so shall not relieve the vendor from the responsibility and shall be without additional expense to the Department.

Review and discussion of the materials license can be scheduled by calling Ms. Stacy Welty at 405-766-0493. Review of the license shall be limited to Monday through Friday between 7:30 AM and 4:30 PM, excluding holidays.

Shipment of the gauges will be limited to a maximum of five (5) gauges every ten (10) business days until the total number of gauges ordered has been shipped and received. Each subsequent set of five (5) gauges shall NOT be shipped until five (5) trade-in/disposal gauges have been received by the Vendor.

All gauges will be shipped to a single project location at Oklahoma Department of Transportation, Materials Division in Edmond, OK.

If a specification or description of needed equipment, as outlined in this document, conflicts with a law or regulation, the regulation will supersede.

**2.2 Notification.** The Vendor shall notify the Department ten (10) business days prior to the first shipment. The Vendor shall be expected to initiate the first shipment within four (4) weeks of the notice to proceed (NTP).



### **3. TECHNICAL STANDARDS**

#### **3.1 Nuclear Moisture Density Gauge**

Troxler Model 3440 or equivalent:

Provide a nuclear moisture density gauge for compaction control of soil, aggregate, concrete, and full-depth asphalt. The gauge must comply with all relevant ASTM and AASHTO standards to ensure accuracy and reliability. The gauge shall include or be capable of the following:

- Density measurement mode, backscatter, or direct transmission based on the material type and thickness of the layer being measured.
- 4-line x 20-character alphanumeric backlit LCD, 10-key keypad
- Capable of using 1g alkaline batteries for backup
- Capable of data storage up to 999 readings
- USB port for downloading test data
- Fast recharge with NiMH batteries
- Automatic Depth function
- Reference Standard Block
- Drill Rod
- Extraction Tool
- Scraper Plate
- AC Charger
- DC Charger
- Serial Cable
- Lock w/2 keys
- Quick Reference Guide
- Type A Water Resistant Shipping Case w/Labels
- Direct readout of test results (wet density, dry density, moisture, % moisture, % voids, and % compaction)
- Multiple count time options (15 seconds, 1 minute, 4 minutes)
- 12"/2" depth measurement capabilities
- Minimum warranty of 12 months

#### **3.2 Asphalt/Concrete Gauge:**

Troxler Model 4640B or equivalent:

Provide a density gauge to accurately measure the density of thin asphalt and concrete layers from 1 - 4 inches without being affected by the underlying material. The gauge must comply with all relevant ASTM and AASHTO standards to ensure accuracy and reliability. The gauge shall include or be capable of the following:

- Display readings in various units such as pcf, kg/m<sup>3</sup>, g/cm<sup>3</sup>, percent marshall, percent voids, or percent of maximum density.
- Be able to store up to 750 readings by location and project number.
- Allow the thickness of the overlay to be entered into the memory for more precise measurements.
- Air gap fixture

- 1" magnesium block
- Type A Water Resistant Shipping Case w/ Labels
- Lock w/2 keys
- AC battery charger
- DC charger cord
- Battery packs are to be fully protected against overcharging and over-discharging and can operate with D-size alkaline batteries for emergency use.
- Minimum warranty of 12 months

**Any deviation from this specification in word or quantity will require advanced written approval.**

### **3.3 Disposal**

Disposal shall include the cost for up to (38) Troxler 3440's and (20) Troxler 4640 (A or B) models returned from the Department. A list of gauges, including model and serial number will be included with each Purchase Order.

### **3.4 Trade In**

The purchase price for each new gauge shall include any trade-in value. See a list of gauges, including model and serial number in Attachment A.

### **3.5 Shipping/Delivery**

Shipping/transportation costs shall include the cost to return the old gauges from Oklahoma City, OK, and shipping of new gauges to Oklahoma City, OK, per each gauge (58).

## **4. INVOICING INSTRUCTIONS**

Each invoice shall include the following:

Number of gauges identified by model and serial number.

Federal Tax Identification Number.

Vendors name, remit to address, telephone number, and date of invoice.

**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION**

**EQUIPMENT SPECIFICATION**

**04/2024**

**NUCLEAR GAUGES**

GENERAL: The purpose of this specification is to outline the need for asphalt/concrete density gauges.

**FILL IN ALL SPACES SHOWING SPECIFIC INFORMATION, FAILURE TO COMPLY  
COULD RESULT IN BID REJECTION.**

EXAMPLE MODEL: Troxler 4640B or equivalent

VENDOR'S PROPOSED: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

<u>MINIMUM REQUIREMENTS</u>	<u>VENDOR'S PROPOSED</u>
Comply with all relevant ASTM and AASHTO standards to ensure accuracy and reliability.	_____
Accurately measure the density of thin asphalt and concrete layers from 1 – 4 inches without being affected by the underlying material.	_____
Display readings in various units such as pcf, kg/m <sup>3</sup> , g/cm <sup>3</sup> , percent marshall, percent voids, or percent of maximum density.	_____
Be able to store up to 750 readings by location and project number.	_____
Allow the thickness of the overlay to be entered into the memory for more precise measurements.	_____
Air gap fixture	_____
1" magnesium block	_____
Type A Water Resistant Shipping Case w/Labels	_____
Lock w/2 keys	_____
AC battery charger	_____
DC charger cord	_____
Battery packs are to be fully protected against overcharging and over-discharging and can operate with D-size alkaline batteries for emergency use.	_____
Minimum warranty of 12 months	_____

**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION**

**EQUIPMENT SPECIFICATION**

**04/2024**

**MINIMUM REQUIREMENTS**

**VENDOR'S PROPOSED**

**SERVICE MANUALS & PARTS BOOKS:**

Successful bidder shall furnish one (1) Operators Instruction Manual for each unit.

**SPECIFICATIONS:**

Each bidder shall submit complete manufacturer's specifications and shall submit all other data to show that the proposal meets these specifications.

**THE STATE OF OKLAHOMA RESERVES THE RIGHT TO WAIVE MINOR  
TECHNICALITIES UNDER THESE SPECIFICATIONS.**

**VENDOR SHALL FILL IN ALL SPACES UNDER VENDOR'S PROPOSED; FAILURE TO  
COMPLY COULD RESULT IN BID REJECTION.**

**COMPLIANCE:**

Bidder shall furnish a statement in writing on the Bid or by attached letter and in the Vendor's Statement below, if the system proposed strictly meets these specifications. If not, list each variation therefrom.

**VENDOR:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_



## LLC DISREGARDED ENTITY

### VERIFICATION QUESTIONNAIRE

**Agency Instructions:** Questionnaire to be provided by agency to LLC businesses to verify correct IRS filing status and tax identification number used for IRS reporting. Form to be completed by vendor corporate tax office or administrator.

**LLC Business Name:** [Click here to enter text.](#)

#### Tax Administrator Information:

**Name:**

**Title:**

**Email:**

**Phone:**

The information provided indicates your company may possibly be filed with the Internal Revenue Service as a Disregarded Entity and as such has specific requirements for the tax identification number provided for payments receipt. Please have your corporate tax offices answer the following questionnaire to validate you are providing the correct information per IRS requirements:

1. **Is the LLC owned by a different parent entity?**  
☐ Yes (CONTINUE) ☐ No (STOP HERE)
2. **If so, does this parent entity report the tax filings on the LLC's behalf?**  
☐ Yes (CONTINUE) ☐ No (STOP HERE)
3. **If a parent entity reports the tax filings on the LLC's behalf, is the LLC reported to the IRS as a Disregarded Entity or a Wholly Owned Subsidiary?**  
☐ Disregarded Entity ☐ Wholly Owned Subsidiary
4. **If the LLC is filed as a disregarded entity, please verify the following:**

Primary Filing Entity Name:	
Parent Entity Tax Identification Number:	
*Disregarded Entity Name:	
Disregarded Entity Tax Identification Number:	

5. **If the primary/parent entity is also an LLC, is the business relationship one of a disregarded entity status or true LLP partnership?**  
☐ Disregarded Entity ☐ LLP Partnership
6. **Do we currently or could we in future do businesses with or make payments to multiple entities (parent company, DBAs or Disregarded Entities) filed under the parent entity's tax identification number?**  
☐ Yes ☐ No
7. **Do both companies share a bank account or will EFT direct deposit information differ for payments to each?**  
☐ Yes ☐ No

**\*Please provide a separate W-9 for each disregarded entity reflecting primary filing entity name, tax classification and tax identification number.**