



1. Solicitation #: AC-0050

2. Solicitation Issue Date: 04/2/2026

3. Brief Description of Requirement:

Purpose: Agency Contract for Right of Way Services

Questions may be submitted until 2:00 PM on Thursday, April 9, 2026. Questions should be submitted to the buyer at lbybee@odot.org or swelty@odot.org. Responses will be available by 2:00PM on Wednesday, April 15, 2026.

Bids are submitted to ODOT via email to ODOTBIDS@odot.ok.gov. The subject line of the email should include Solicitation AC-0050 ROW Services and the response due date (2:00PM, 04/22/2026)

4. Response Due Date¹: 04/22/2026

Time: 2:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

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: Laura Bybee / Stacy Welty

Phone: (405) 628-4034 / (405) 766-0463

Email: lbybee@odot.org / swelty@odot.org

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

² 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 #** AC-0050

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 Permit³:**

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 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.⁴

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

⁴ 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.

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title



Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

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 #: AC-0050

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

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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 an entity acquires by purchase, lease purchase, lease with option to purchase, or rental.
- 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, included with this packet, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency electronically via email to the buyer listed in this solicitation. This will still remain a sealed bid and no attachments will be opened until bid closing.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", included with this packet, 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. The bidder is required to submit an electronic copy.
- 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", if included later with this packet, 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. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.4.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.4.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State, or local department or agency.
 - A.4.1.2. 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.4.1.3. 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.4.1.4. 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.4.2. 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.5. 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.6. 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 Procurement Division Manager 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 ODOT General Counsel 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.7. 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.8. Legal Contract

- A.8.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.8.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.8.2.1. Any Addendum to the Contract;
 - A.8.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.8.2.3. Solicitation, as amended (if applicable); and

A.8.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.8.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.9. Pricing

A.9.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.9.2. Bidders guarantee unit prices to be correct.

A.9.3. 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.10. Manufacturers' Name and Approved Equivalent

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.11. Clarification of Solicitation

A.11.1. 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.11.2. 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.11.3. 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 Procurement Division Manager 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 Procurement Division Manager 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 Procurement Division Manager who signs the Contract. The Contract may be modified only through a written Addendum, signed by the ODOT 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.18.6. Invoicing will be through TOPS.

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 Procurement Division Manager 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 Procurement Division Manager determines that termination is in the State's best interest. The Procurement Division Manager 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 Procurement Division Manager.
- 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.

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. Authority for Solicitation

B.1.1. 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 is for a twelve (12) month period, commencing July 1, 2026, through June 30, 2027. The contract may be renewed for up to four (4) one-year option periods.
- B.3.2. Contract Renewal: Exercise of the renewal option is at the ODOT's sole discretion and shall be conditioned, at a minimum, on the Contractor(s)' performance of this Contract and subject to the availability of funds. ODOT, if it desires to exercise its renewals option, will provide written notice to the Contractor(s) no later than thirty (30) days prior to the Contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should ODOT choose to renew this Contract.

B.4.0. Extension of Contract

B.4.1. ODOT may extend the term of this contract up to 180 days if mutually agreed upon by both parties in writing.

B.5.0. Form of Award

B.5.1. An Award will be considered completed upon the full execution of a Contract to the awarded Vendors.

B.6.0. Ordering

- B.6.1. Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the purchase card, by ODOT. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.
- B.6.2. The Contract may be utilized by following authorized Users:
 - B.6.2.1 Oklahoma Department of Transportation (ODOT);

B.7.0. Gratuities

B.7.1. The right of the successful offeror to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful offeror, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the Department of Transportation.

B.8.0 Proposal Conformities

B.8.1. By submitting a response to this solicitation, the offeror attests that the supplier or services conform to specified contract requirements.

B.9.0. Indemnification and Hold Harmless Clause

B.9.1. The Contractor shall indemnify and save harmless ODOT, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against ODOT, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any part 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 operation, or any improper material or equipment used, or by or on account of any fact 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 cost and all other expenses incurred in the investigation and defense of any claim or suit.

B.10.0. Required Delivery

B.10.1. Delivery shall be made as ordered by the agency.

B.10.2. Delivery to End Users: Authorized Users are located throughout the State, both within and outside of major metropolitan areas. Whenever possible, Authorized Users will work with Contractor to develop delivery schedules. All deliveries must be made on days and times acceptable to Authorized Users.

B.11.0. Travel

B.11.1. No reimbursable travel is contemplated under the terms of this contract.

B.12.0. Additional Insurance Requirements

B.12.1. 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).

B.12.1.1.1 Contractors General Liability in the amount of not less than \$1,000,000 (One Million) for all damage arising out of bodily injury, death and property damage with an aggregate limit of not less than \$2,000,000 (Two Million). The insurance policy shall protect the Contractor against claims and suits in law or equity, alleging negligence on the part of said Contractor, its agents, employees, subcontractor and third-party contractors and demands for compensation for damages to either persons or property. The Department shall be endorsed as an additional named insured on the Contractor's General Liability Policy to the extent of the State's Liability under the provisions of the Governmental Tort Claims Act (51 O.S. 2011§ 151 et. seq).

B.12.1.1.2 For and during the terms of this contract, the Contractor shall further maintain Workers Compensation Insurance, in such amounts as required by law, for all persons employed by the Contractor, with said policy to be obtained from a company authorized to provide such insurance in the State of Oklahoma.

B.12.1.1.3 For and during the terms of this contract, the Contractor shall maintain a valuable papers insurance policy in the amount of One Hundred Thousand Dollars (\$100,000.00) to assure the restoration of any plans, drawings, field notes, computations, memoranda, reports, computer data and media or other similar data as may be used or developed as a part of the work of the Contractor used in completion of the Scope of Services.

B.12.2. For and during the terms of this contract, the Contractor shall not permit any insurance policy to be canceled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Department, stating the date when such cancellation or reduction shall be effective. Said effective date of cancellation shall not be less than ten (10) days after such notice.

B.12.3. Failure on the part of the Contractor to procure or maintain required insurance shall constitute a material breach of contract upon which the Department may immediately terminate this agreement.

B.12.4. The Contractor shall provide the Department for the inclusion in the Contract file copies of certificates of insurance evidencing coverage as to liability, workers compensation, and valuable papers, said copies to be furnished to the Department within five (5) working days of execution of this Contract.

B.13. Civil Rights Act of 1964

B.13.1. The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. 252, 42 U.S.C. 200d et. Seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 – “Nondiscrimination in federally assisted programs of the Department of Transportation – effectuation of Title VI of the Civil Rights Act of 1964”.

B.14. Equal Employment Opportunity

B.14.1. The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. 252, 42 U.S.C. 200d et. Seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 – “Nondiscrimination in federally assisted programs of the Department of Transportation – effectuation of Title VI of the Civil Rights Act of 1964”.

B.15. Assignment

B.15.1. The Contractor shall NOT sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of ODOT. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 80% of the total contract cost, except that any items designated in the contract as “specialty items” may be performed by sub-contract and the cost of any such “specialty items” so performed sub-contract may be deducted from the total cost before computing amount of work required to be performed by the Contractor with his own organization. For this contract, “specialty items” will be defined to include the following activities: 1) Construction signing and traffic control and 2) Joint sealing. Request for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and accompanied by a statement showing that the organization which will be performing the work is particularly experienced and equipped for such work. No sub-contracts, or transfer of contract, shall in any case release the Contractor of his liability under the contract and bonds.

B.16. Cure Cause & Breach of Contract

B.16.1. Upon written notification from requesting agency concerning the Contractor’s failure to perform up to contract specifications, the Contractor shall have three (3) calendar days to cure said deficiency and document cure to requesting agency. Three such occurrences within the contract period shall be deemed breach of contract by the Contractor and cause for ODOT to cancel this contract on seven.

B.16.2. (7) Days written notice to the Contractor. In the event of cancellation of this contract, the Contractor agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation has been made.

B.17. Work Overload Clause

B.17.1. Should circumstances be such that the Contract is unable to keep up with the work demand in a timely manner, at no fault of the Contractor, then ODOT reserves the right to seek additional services of other contractors. Such action shall not nullify this contract.

B.18.0. Response Documents

B.18.1. Copies

B.19.1.1 Vendors shall use complete sets of Response Documents in the Solicitation for Responses.

B.18.2. Amendments

B.19.2.1 Amendments will be posted on the website,

B.19.2.2 Each Vendor shall acknowledge that all Amendments were received, by signing the Amendment Forms.

B.19.0 Taxation Status

B.19.1. 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.20.0 Communications during the Solicitation Process

B.20.1 Communication with anyone but the Buyer may result in a Vendor not being allowed to bid on this project.

B.21.0. Vendor's Representations and Prequalification

- B.21.1. Each Vendor, by making a response, represents that:
- B.21.2. The Vendor has read and understands the Response Documents and the Response is made in accordance therewith.
- B.21.3. The submitted Response is based upon the materials required by the Response Documents without exception.

B.22. Labor

- B.22.1. The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.

C. SOLICITATION SPECIFICATIONS

C.1.0. Purpose of the Contract

- C.1.1. It is the intent that contract will be executed by ODOT and by the successful offeror (herein after referred to as "CONTRACTOR") for Various Right of Way Services

The intent is for the Vendors to identify counties within the State of Oklahoma they would be willing to provide services. Note: There may be multiple Vendors willing to provide service within the same county.

- C.1.1.1 Vendors are to provide a list of which Oklahoma counties that they propose to provide services to.
- C.1.2. These services will be provided primarily to the Oklahoma Department of Transportation (ODOT).
- C.1.3. All actions, duties, and obligations required by the CONTRACTOR apply to the CONTRACTOR's agents and employees. All legal protections shall be extended to the Oklahoma Department of Transportation (ODOT) and any State entity involved with this contract.
- C.1.4. Contractor will not start work until directed by ODOT.

C.2.0. Items to be Provided

- C.2.1. The purpose of this Contract is to establish prices and a course of supply for various Right of Way Services.
- C.2. 2. The services to be provided are:
 - C.2.2.1 ROW Turnkey Services

D. EVALUATION

D.1.0. Evaluation Criteria

- D1.1. The RFP will be evaluated on the following criteria: ODOT will award based on best value in accordance with Oklahoma State Statute, Title 74, Section 85 in evaluation of proposals. Criteria for award are compliance with specifications, RFP submission and experience.

D.2.0. Negotiation

- D.2.1. The offeror is advised that under the provisions of this Request for Proposal, ODOT reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. ODOT may negotiate if deemed necessary and will determine the scope and subject of any negotiations. However, the Offeror should not expect that ODOT will negotiate to give the Offeror an opportunity to strengthen its proposal. Therefore, the Offeror must submit its best offer based on the terms and conditions set forth in this solicitation. If such negotiations are conducted, the following conditions shall apply.
- D.2.2. Negotiations may be conducted in person, in writing, or by telephone.

- D.2.3. Negotiations will only be conducted with potentially acceptable proposals. The ODOT Procurement Division reserves the right to limit negotiations to those proposals that best meet the needs of the Agency.
- D.2.4. Terms, conditions, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- D.2.5. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless ODOT determines that a change in such requirements is in the best interest of the ODOT

E. INSTRUCTIONS TO VENDOR

None

F. CHECKLIST

- _____ Completed Responding Bidder Information page
- _____ Completed and Signed Non-Collusion Certification page
- _____ Completed and Signed Addenda and Amendment Receipts – If Necessary
- _____ Completed Exhibits C & D – Proposer’s Statutory Certification and Federal Contract Requirements
- _____ Read Section B.25.1 regarding Taxation Status
- _____ Read Section B.26 regarding communication during Solicitation Period
- _____ Read Section A.2.4 which relates to the completion of the Pay Item Response Sheet regarding corrections made to the document

G. OTHER

G.1. Forms

- G.1.1. Exhibit “A” – Index of Specifications & Fee Schedule
- G.1.2. Exhibit “B” – Contractor’s Service Evaluation Standards
- G.1.3. Exhibit “C” – FHWA Contract Requirements
- G.1.4. Exhibit “D” – Statutory Certification
- G.1.5. Exhibit “E” - Final Invoice Certification
- G.1.6. Exhibit “F” - ODOT Field Division Map

NOTE: Attachments E & F are for information purposes only for the RFP. Final documents will be contained in the contract that will be completed as part of the award process.

H. PRICE AND COST

H.1. Pricing Submission

- H.1.1. The approved ODOT Fee Schedule is attached in Attachment “A”. Pricing not in accordance with the attached Fee Schedule, will not be accepted.

H.2. Fee Schedule Changes

- H.2.1. The included Fee Schedule shall be held firm for two (2) years. After two (2) years, ODOT reserves the right to renegotiate the fee schedule.

EXHIBITS

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT IDENTIFICATION NO. AC0050
EXHIBIT "A"
INDEX OF SPECIFICATIONS AND SPECIAL PROVISIONS**

ATTACHMENT A- SPECIAL CONTRACT PROVISIONS AND REQUIREMENTS

- A1. Scope of Services
- A2. Task Order Requirements and Procedures
- A3. Standard Fee Schedule & Project Payment Milestones

ATTACHMENT B-CONTRACTOR'S SERVICE EVALUATION STANDARDS

ATTACHMENT C-FEDERAL HIGHWAY ADMINISTRATION CONTRACT REQUIREMENTS

- C1. US DOT Certification for Federal-Aid Contracts
- C2. US DOT Certification of Eligibility
- C3. Title VI of the Civil Rights Act of 1964
- C4. Drug Free Workplace
- CS. Disadvantaged Business Enterprises Policy Statement
- CG. Federal Highway Administration Contract Requirements

ATTACHMENT D -STATUTORY CERTIFICATION

ATTACHMENT E-FINAL INVOICE CERTIFICATION

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT IDENTIFICATION NO. AC0050
SCOPE OF SERVICES
UTILITY RELOCATION
CONTRACT**

The Contractor (hereinafter includes Service Provider) shall:

GENERAL

1. Carry out the terms of this contract in accordance with any special instructions which may be furnished by the Department.
2. Prior to the commencement of any Right-of-Way related activities, issue a notice to all property owners outlining the following:
 - a. Project & Job Piece numbers, location and description of work
 - b. Responsibilities Service Provider is contracting to perform; i.e. staking, appraisal, acquisition and right-of-way relocation
 - c. Intent of Service Provider to contact them soon to set up appointments
 - d. The property owner may observe surveyors staking the right-of-way on their property in the near future
 - e. How to contact the Service Providers
 - f. The Notice of Interest/General Information should be sent with the format letter defined in Appraisal Procedure
 - A copy of the Notice of Interest/General Information letter should be sent to ODOT Central Files for filing in the parcel files and included in the appraisal report
 - Summarize the results of these mail outs and forward to ODOT.

PROJECT MANAGER

The Project Manager (hereinafter referred to as PM) will provide project oversight and will be the contact person regarding details of the work to be completed in this contract and shall be the final authority for the CONTRACTOR on all matters regarding this contract. In that capacity, the PM shall:

1. Provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this contract and in accordance with the Scope of Services. The Project Manager shall minimize the DEPARTMENT's need to apply its own resources.
2. Review and analyze current DEPARTMENT right-of-way acquisition process and identify opportunities to save time and /or money to assure meeting the project schedule and objectives. This includes presenting suggestions and recommendations to the Chief, Right-of-way & Utilities Division for reducing the project schedule or cost of right-of-way acquisition.

3. Assume and ensure appropriate operational control of the project right-of-way activities in accordance with the Uniform Act, Right-of-Way & Utility Division's Policies & Procedures, and all other governing statutes, laws, ordinances and regulations, including but not limited to the following: coordination of the appraisal and appraisal review activities; ensure parcels with relocation activities are prioritized appropriately for expedience; ensure parcel packets are properly completed and submitted in a timely manner; ensure DEPARTMENT personnel are informed regarding all activities; attend all project related meetings as necessary including Project Management meetings and relocation appeals board meetings.
4. Initiate all measures necessary to ensure adequate quality control of project activities. This includes, but is not limited to the following: completion of all documentation such as 289's, R/W REL Form 5 and R/W REL Form 6, maintaining a document control and filing system for all project related correspondence, reports, maps, technical data, etc.
5. Verify accuracy of mapping data (plot plan, deeds, etc.) prior to releasing information to the appraiser(s), Complete and sign the Appraisal Project Kickoff Checklist and forward checklist with the set-ups to the appraiser.
6. Responsible for providing accurate weekly updates to the R/W 453 at the first of each week. Only the R/W 453 shows the individual items and their disposition for demolition purposes. If no update or change is required provide a statement of "no change" to accurately track each item once a clearance list has been issued. The R/W 453 needs to be active until all items on the clearance contract are cleared. Updates to the R/W 453 should include the "30 day Notice to Vacate date" specified in the FMV payment letter, the "Actual Vacate Date" when the move of personal property is verified, and the date they replaced their well or septic system if required to maintain decent, safe and sanitary living conditions. Also include a Y or N representing a yes or a no in the occupied column to show if buildings, lean-to or houses are occupied with personal property. Update the comments as needed when fencing holds in animals, cattle or horses.
7. Responsible to ensure the Agent - prior to the property being secured - has the owner sign an Agreement of Acknowledgement if they are going to retain/remove an item as part of the negotiations to certify they understand they are to remove the item identified or replace their well or septic system within the 30-day's notice specified in the FMV payment letter. The Agreement of Acknowledgement needs to be signed by both the Agent and the payee and placed in the ODOT Central File with a copy to the Relocation Supervisor and Relocation Project Facilitator.
8. Responsible to ensure the Agents verify when wells and/or septic systems are replaced within the 30 day vacate date when the home requires them to maintain decent, safe and sanitary conditions. If it is not required to maintain D.S.S. living conditions, write a note in the comments section so the Relocation Branch will not be waiting on them to replace them.

9. Responsible to ensure the Agents track all items that were paid to move on the R/W 453 and give dates when they were moved. On items, such as sprinkler heads, when they are paid to move, track the date removed on the R/W 453. On fencing when paid to relocate, track the move date on the R/W 453. On such items as fencing that were paid to replace, but not required to replace, track the date on the R/W 453 if replaced.
10. Responsible to ensure the Agents are monitoring and documenting the vacate dates, requesting extensions before the required vacate date expires and monitors the progression of the removal of the items and the replacement of well and septic systems or any other item to be removed by the payee.
11. Responsible to ensure, if no progress is made prior to the expiration of the 30-day's notice expiration date and an extension is necessary, that a formal request is sent to ODOT's Relocation Branch in writing, or e-mail prior to the expiration of the 30 day notice date documenting the reasons why an extension is necessary.
12. Responsible to ensure, if these items are not addressed properly by the payee as agreed to by the "Notice to Vacate Date" or an approved extension date, the Agent calls the payee immediately and sends a reminder letter notifying them of their date to remove items paid to remove or replace items affecting D.S.S. conditions. Advise payee if items that were paid to remove are not moved within the 30 days expiration, the items reverts back to ODOT for demolition.
13. Responsible to ensure the Agent sends them a State Notice and Demand R/W Form 401 (form provided by the Relocation Branch) with a date specific as to when the item is to be removed or replaced. If the date on the Notice and Demand is more than five days, contact the Relocation Branch Manager in writing or e-mail for pre-approval of more time. If after the time specified on the Notice and Demand has expired and they still have not removed or replaced the item, send the Relocation Branch a copy of all the notices issued and request the Relocation Branch prepare a Writ of Assistance to Legal Division for enforcement through the court system.
14. Responsible to advise Agents if ODOT purchased items (such as fence) or other improvements, **no one is allowed to remove it, sell it to someone else, or dispose of it in any manner.** If the former owner changes his mind and wants to retain an item after ODOT has purchased it, they must contact the Acquisition Branch Manager for approval and return money to ODOT for the item retained. After the money is paid back to the State, make a note of this under the "Comments" section of the R/W 453 and include it on the next weekly updates of the R/W 453 report.
15. Responsible to ensure the Agent gives the property owner an itemized list of the items that were acquired by the State so there is no question as to what items were acquired. In the event something is stolen, state it in the

“comments” section of the weekly R/W 453 report. Fencing and all improvements acquired or paid to replace becomes the property of the approved demolition contractor for removal. It causes the demolition contractor to suffer losses on their contract when items are stolen or when the Agents tell the former property owner to just take it without paying retention values at the time of acquisition.

16. Responsible to ensure the Agents, working for their Company, **do not** tell anyone - a property owner or tenant - they can remove items such as fencing or other improvements acquired by the State when they were not officially authorized to do so by written agreement prior to the State's acquisition of the property. The approved demolition contractor is the only one authorized to remove improvements acquired and to salvage them.
17. The Relocation Branch will be evaluating and rating each Project Manager and their Agents in how well they keep the R/W 453 updated accurately on each project. Observance of these requirements will be closely monitored and reviewed by the Relocation Branch and could negatively impact the Service Providers Evaluation Ratings at the end of the project.
18. Coordinate directly with the CONTRACT FACILITATOR for the DEPARTMENT on all right-of-way activities assigned to the aforementioned project unless prior written approval is received from the DEPARTMENT.
19. Responsible for day to day management of all project functions. Provide project oversight and will be the contact person regarding details of the work completed or to be completed and shall be the final authority for the CONTRACTOR on all matters.
20. Maintain qualified staff to perform right-of-way functions according to the attached Scope of Services, Attachment 1 and all provisions of the contract.
21. Be responsible for all aspects of the project as provided for within the provisions of the contract. The PM must be available to handle any problems or answer any questions that may arise concerning the project in a timely manner.
22. Attend or delegate a DEPARTMENT approved company representative to attend all project related meetings, if the PM is not available. The representative shall have full knowledge of the project and be able to answer all questions concerning the project.
23. Conduct themselves in a professional and courteous manner. Endeavor to make decisions, issue instructions, and provide prompt responses to inquiries and review the work of the CONTRACTOR prior to submission to the DEPARTMENT.
24. Ensure that all right-of-way functions are completed within the specified time frames set out in Attachment 2, Required Completion Dates, attached

hereto and by this reference incorporated herein. Any deviations from established completion dates shall require a written notice prior to the target date, from the PM to the CONTRACT FACILITATOR explaining the reason therefore, the anticipated completion date and/or a detailed recovery plan.

25. Provide, on a weekly basis, a status report on the percentages, total numbers and numbers completed of the respective branch's activity on each turnkey contract function using the approved forms, see attachment 5, contained within the contract. ODOT will require and will provide the Microsoft Excel spreadsheets to be utilized for status reports. The PM will review and sign off on all paperwork prior to submittal to the DEPARTMENT's RIGHT-OF-WAY & UTILITIES DIVISION PROJECT MANAGER to ensure accuracy.
26. Shall have the ability to effectively conclude negotiations, if an agent of the CONTRACTOR is unable or unwilling to resolve issues or complete the Acquisition process.
27. Shall have the ability to effectively conclude relocation activities, if an agent of the CONTRACTOR is unable or unwilling to resolve issues or complete the Relocation process.
28. Ensure quality and accuracy of appraisal reports prior to releasing them to the review appraiser by completing The Appraisal Report Quality Assurance Checklist. Upon completion of corrections – if any – send completed checklist directly to the appropriate Appraisal Branch facilitator.
29. Address issues/concerns/revisions, submit the factual details in writing to the DEPARTMENT's R/W & Utilities Division's Project Manager, with proposed solution(s) and follow-up appropriately as may be required which affect the acquisition of property or the relocation of owners and/or tenants including but not limited to; mapping, appraisal, negotiation, relocation assistance, time extensions, contract supplements, etc.
30. Attend monthly project status meeting to update the DEPARTMENT's RIGHT-OF-WAY & UTILITIES DIVISION PROJECT MANAGER and Branch Managers or their designated representative on status of projects. Any personnel, who the Consultant Project Manager deems necessary in order to properly inform the DEPARTMENT's RIGHT-OF-WAY & UTILITIES DIVISION PROJECT MANAGER and Branch Managers, should attend the monthly meeting.
31. Ensure that all paperwork submitted to the DEPARTMENT's RIGHT-OF-WAY & UTILITIES DIVISION PROJECT MANAGER for forwarding to the appropriate branches is correct and complete. When large volumes of paperwork are submitted, the PM shall ensure that they or the person, who is the lead agent on the specific function involved, is available to check the paperwork with ODOT personnel and make on the spot corrections when needed.

32. Submit all requests for target date extensions at least one week prior to the actual target date. This request must be made in writing by the PM.
33. Submit invoices and claims for payment in a timely and organized manner on a monthly basis.

TITLE INVESTIGATION

1. An original title investigation report on each parcel. The CONTRACTOR will be responsible for the completeness of the title information and be responsible for determining from the records the proper ownership of the right-of-way takings. The report will set out all recorded and/or known unrecorded transfers of ownership of property during a period of not less than five (5) years immediately preceding the date of investigation and two to three owner transfers to verify a good line of title and to record book and pages of the line of title, consideration if known, revenue stamps, and other pertinent information, date and sign each report. Each report to be submitted should be placed under the DEPARTMENT's **Title Investigation Report (R/W Form 6)** filled out in its entirety. The following documents should accompany the report: copies of the latest ownerships, easements, lien waivers, copies of County Assessors (property cards) records of mailing addresses and owners, etc.; and, if the project involves platted areas or areas within city limits, a recorded plat(s) and a certified copy of city maps. The Contractor shall research and verify all present right-of-way within the extents of the project. A set of as-built plans, survey sheets or plan sheets that are marked up depicting verified right-of-way with identifiers detailing book, page, and document type shall be submitted along with a verification letter detailing any areas of concern or that right-of-way is correct as depicted.

NOTE: If the title information indicates the owner is a BIA restricted Indian, or that the land is BIA restricted, a BIA Sketch@ is required, with an Application, in lieu of Warranty Deeds. All BIA sketches and applications shall be submitted two weeks advance of R/W submission date established in this contract to allow adequate time for Department's checking. Also, if an ownership belongs to the Commissioners of the Land Office, or the United States, a special sketch is required. Details may be found in the DEPARTMENT's Right-of-Way Specifications Manual and Associated Materials (2020). When Right-of-Way plans are prepared in metric; only English information will be required on Indian Sketches, Commissioners of the Land Office Sketches and USA Sketches. (See Attachment 1A – Scope of Services - 4)

APPRAISAL

1. Supply the DEPARTMENT with the following:
 - a. One copy of each complete appraisal report each in a pdf format.
 - b. Appraisal reports must be generated in either a Microsoft Word or

WordPerfect format.

2. Attend a field review after completion and submission of the appraisals if requested to do so by the DEPARTMENT.
3. Contact the DEPARTMENT in the event any of the parcels herein assigned contain any items of machinery, equipment, or other specialty items which may require a separate valuation by a Specialist. The DEPARTMENT will employ said Specialist to determine the value of such items, or with the written approval of the DEPARTMENT, the CONTRACTOR may employ said Specialist. The value of the items so determined by the Specialist shall be furnished to the Appraiser (CONTRACTOR) who shall consider the extent of the contributory value of such items, in the value of the whole. All such specialty appraisals will be made a part of the appraisal.
4. Confer with the Review Appraiser, hereinafter referred to as the REVIEWER, assigned to the project upon completion of collection and analysis of the market. The REVIEWER will insure the adequacy of the market and the analysis, and advise the CONTRACTOR of inadequacies in need of correction, if any.
5. Include in all appraisals a fully documented partial or total taking appraisal on each property, as stated in the DEPARTMENT's Policy Manual and/or Procedures Manual, except in such cases as specified to the contrary by the DEPARTMENT in writing prior to the signing of the Contract. The Policy and or Procedures Manual specifies the required form and content required.
6. Execute the Appraiser's Certificate as required by the Policy or Procedures Manual.
7. Set out in the appraisal report all recorded and/or known unrecorded transfers of ownership of the property during a period of the last five (5) years (immediately preceding the date of valuation) giving book and page; consideration, if known; revenue stamps; and other pertinent information.
8. Carry out the assignment in accordance with any special instructions which may be furnished by the DEPARTMENT.
9. Take whatever action, within reason, may be necessary in order to provide the owner or his designated representative an opportunity to accompany the CONTRACTOR during inspection of the property. The CONTRACTOR shall be familiar with the Policy or Procedures Manual, State and Federal Requirements, Part 1 (referring to owner contact and property inspection) and shall fully comply with its requirements. Under no circumstances will the CONTRACTOR express an opinion to the owner or other persons as to the value of the property.
10. Do the work in accordance with accepted appraisal principles and techniques in the valuation of real property in accordance with existing State

law, and will be completed to the satisfaction of the DEPARTMENT, as determined by the REVIEWER, and upon request, the CONTRACTOR shall furnish corrected, revised, or supplemental pages for attachment to the original report within a reasonable time.

11. Verify the owner of record for each ownership is correct as the DEPARTMENT has provided the CONTRACTOR and if any change of ownership for any parcel is discovered, the CONTRACTOR shall provide the DEPARTMENT and Review Appraiser the correct ownership of that parcel.
12. Shall in accordance with Appraisal Branch Procedure, send by regular parcel post or certified mail; return receipt requested, a Notice of Interest Letter as formatted in said procedure, to every owner on the project's misery. Copies of the Notice of Interest are to be included in the appraisal report on appraised parcels and returned to the acquisition project facilitator for filing on the waiver parcels along with the waiver parcel set-ups. All certified mail return receipts received are to be sent to the appropriate Project Facilitator along with a summary of the results of the Notice of Interest mail outs that an owner has acknowledged receipt of the Notice of Interest.
13. Notice of interest summary report results shall be noted on weekly status reports on a parcel by parcel basis and shall include the date the NOI was mailed and the date conformation was received as well as in a separate report stating by parcel the date the NOI was mailed, the date conformation was received and the percentage of NOI's received.
14. If the ownership involves platted or sub-divided property, the CONTRACTOR shall verify restrictive covenants that are part of the plat or sub-division. If the ownership is under zoning from a governmental entity, the CONTRACTOR shall verify the zoning and what the allowable uses of that zoning are, as well as set-backs, minimal lot size, parking requirements and permission to split lots and any other regulation that would affect the use of the ownership
15. Pursuant to Appraisal Branch Procedure and 49 CFR 24.103(a) 1-5, the CONTRACTOR shall meet with the DEPARTMENT's designated relocation agent to delineate what property is to be acquired as part of the real estate and what property is considered personal to be handled by the relocation agent. A written list of that delineation shall be included in the appraisal report.
16. Provide a written, updated, Appraisal Status Report, see attachment 5, for each parcel to the assigned Facilitator by 12:00 p.m. on the first working day of each week. ODOT will require and will provide Microsoft Excel spreadsheets to be utilized for status reports.
17. An appraiser shall not work on, perform, or be assigned to more than a

maximum of thirty (30) appraisals at any one time.

18. Ensure that all paperwork submitted to the DEPARTMENT'S RIGHT-OF-WAY DIVISION BRANCHS correct and complete. When large volumes of paperwork are submitted, the PM shall ensure that they or the person, who is the lead agent on the specific function involved, is available to check the paperwork with ODOT personnel and make on the spot corrections when needed.

ACQUISITION

1. Coordinate directly and solely with the Acquisition Facilitator, hereinafter in this section referred to as Facilitator, for the DEPARTMENT on all acquisition activities assigned to the aforementioned project unless prior written approval is received from the Facilitator or the DEPARTMENT's Acquisition Branch Manager, hereinafter in this section referred to as Manager.
2. All Acquisition activities will be performed by IRWA Negotiation/Acquisition certified, (R/W-NAC), agent(s) or other agents deemed "Functionally Equivalent" by means of education and experience, as defined by the DEPARTMENT's Pre-qualification Criteria, and determined by the Manager.
3. Take the following actions on each ownership acquired for the project:
 - a. Review title takeoff provided by the DEPARTMENT and correct ownership, as needed, to ensure the right owner is contacted.
 - b. Review construction and Right-of-Way plans as well as all Right-of-Way documents for accuracy and completeness. Prepare and submit any revision requests necessary.
 - c. Review legal descriptions using Deed Plotter Software. Result report shall be submitted with the completed packet.
 - d. Prepare and submit Waiver Valuation Form, all supporting documentation and Summary Statement of just compensation for review and approval by the DEPARTMENT.
4. Take the following actions upon entering into negotiations with the Property Owner:
 - a. Deliver property rights brochures, offer letters, summary statement of just compensation, instruments of conveyances and releases.
 - b. Maintain written documentation of contacts on Right-of-Way Agent's Report (Form 289) identifying Acquisition Agent, date, time and duration of contact.
 - c. Conduct final title check prior to turning in documents for payment or condemnation (minimum of three contacts with landowner or designated representative).

- d. Conduct a search for back taxes on partial and total acquisitions. Back taxes will be satisfied from the acquisition funds the property owner is to receive. The current year's taxes will NOT be pro-rated for partial acquisitions.
 - e. Provide **copies** of deed, mortgages, judgments or other liens and releases that change the original title search, along with a revision request to revise the ownership.
5. To contact the DEPARTMENT's Acquisition Branch daily for messages and/or notification of revised plans, new or revised instruments, error or omissions on parcel files turned in for review, etc.
6. Deliver an accurate and complete parcel file packet to the DEPARTMENT within fifteen (15) calendar days from the date the instrument is signed by the owner or his/her designated representative.
 - a. Any secured parcel file(s) returned to the negotiator for corrections should be re-submitted to the Acquisition Branch within five (5) working days unless written instructions are otherwise given by the Facilitator.
7. Refer legal issues concerning negotiation through the Facilitator to General Counsel, Condemnation Section to furnish such legal advice as is applicable and reasonable.
8. Secure those parcels for which counteroffers have been approved in the event the DEPARTMENT's Acquisition Target Date has passed.
9. Provide, at closeout, to all attendees a current status report and a Right-of-Way Agent's Report, completed front only, on ALL unsecured parcels for advance condemnation notice, ensuring fence notation is correct.
10. Deliver to the DEPARTMENT, by the specified target date, an accurate and complete condemnation parcel file, including a Right-of-Way Agent's Report (completed front and back) with support documentation and required copies for all potential condemnation parcels as listed on the DEPARTMENT's Checklist for Condemns form.
 - a. The Service Provider is responsible for listing **all correct owner(s), which may include, a service agent, designated corporate officer, or any other representative by law to be served**, their physical address (es) and or finding directions, and phone number(s) on the Report.
 - b. Any condemnation parcel file(s) returned to the negotiator for corrections should be re-submitted to the Acquisition Branch within three (3) working days unless written instructions are otherwise given by the Facilitator.
11. Attend a field review after Contract closeout, if deemed necessary by the

DEPARTMENT.

12. The Service Provider is responsible for ensuring that any items for which the property owner has been compensated to relocate are removed by the property owner.
13. Provide a written, updated, Acquisition Status Report, see attachment 5, for each ownership to the assigned Facilitator by 12:00 p.m. on the first working day of each week. ODOT will require and will provide Microsoft Excel spreadsheets to be utilized for status reports.
14. In the event the DEPARTMENT's Acquisition Target Date has passed, the Service Provider shall secure a Release of Damages for those parcels in which items may have been overlooked during negotiations or damaged during construction activities.
15. The Service Provider shall upload the presented offer letter signed by the negotiator, to ProjectWise and provide notification to the Facilitator within seven (7) calendar days of presenting the offer.
16. On appraised parcels the Service Provider is to submit all counteroffers given by the property owner, dealing with issues related to valuation as determined in the appraisal process, to the Review Appraiser. If no reason is given other than additional monies wanted, then contact the Acquisition Branch facilitator for instructions.
17. On Waiver Valuation parcels the Service Provider is to submit all counteroffers given by the property owner, dealing with issues related to valuation as determined in the Waiver Valuation process, to the Acquisition Branch Manager. If no reason is given other than additional monies is wanted, then contact the Facilitator for instructions.
18. Any DEPARTMENT approved agent utilized for the purposes of acquisition or relocation or a combination of both, sometimes referred to as Dual Agents or single agents, shall be limited to working on, performing, or being assigned to no more than 30 units at any one time. The term Dual Agent, a.k.a. Single Agent, refers to one agent performing both roles of acquisition and relocation. Acquisition activities are defined as one (1) unit per ownership. Relocation activities are defined as two (2) units per displacee. An Acquisition Agent shall not work on, perform, or be assigned to more than a maximum of thirty (30) owners at any one time. A Relocation Agent shall not work on, perform, or be assigned to more than a maximum of fifteen (15) displacees at any one time. The acquisition status report and the relocation status report shall list the names of the assigned agent(s) to each parcel or displacee on the respective status report. The status reports shall be submitted electronically to the respective Branch Facilitator no later than the first working day of each week.

NOTE: All of the above items will be taken into consideration for an

Evaluation of the Contractor's performance on this project. A copy of the evaluation will be given to the CONTRACTOR for their response, if any, to ODOT.

19. On appraised parcels with Mortgages the Service Provider shall mail out the 45 day notification letter to advise mortgage companies of the proposed acquisition. Service Providers shall attempt to secure a Mortgage Release prior to the submittal of the secured parcel packet.
20. The Service Provider will file all deeds with the appropriate County Courthouses. These will either be e-filed or taken directly to the courthouse. The service provider shall wait a minimum of 7 days after the date of the warrant letter before filing the deed. The service provider shall provide the recorded original deed to the department.
21. The Service Provider shall verify the property owner's address for any parcel to be submitted for condemnation. The address shall be a physical address, appropriate for serving. The agent shall initial and date next to the address on the front of the 289, indicating the verification.
22. The Service Provider shall make contact with condemnation parcels prior to submitting to ODOT to notify owners of the parcel being submitted to ODOT General Counsel for condemnation. This statement needs to be last entry on the 289 and cannot be more than 7 days from submittal.
23. All packets shall be organized according to the checklist, whether it is a secured or condemned parcel packet. The following documents shall be bookmarked within the PDF: appraisal review sheet or waiver calculation sheet, the Summary of Acquisition, deed, 289 front, pinkie and/or blueie, and any trust document or articles of incorporation documents which state whom has the authority to sign.
24. Service Provider shall receive a W9 per OMES requirement from all property owners and include in secured packet.

ASST. ACQUISITION PROJECT MANAGER

The Asst. Project Manager (hereinafter referred to as ASST. ACQ PM) will provide assisted project oversight of the ACQUISTION function and will be the secondary contact person regarding details of the ACQUISTION work to be completed in this contract.

1. Review and analyze current DEPARTMENT right-of-way acquisition process and identify opportunities to save time and /or money to assure meeting the project schedule and objectives. This includes presenting suggestions and recommendations to the Chief/Asst. Chief, Right-of-way & Utilities Division for reducing the project schedule or cost of right-of-way acquisition.

2. Assist the PM to ensure appropriate operational control of the ACQUISITION activities in accordance with the Uniform Act, Right-of-Way & Utility Division's Policies & Procedures, and all other governing statutes, laws, ordinances and regulations, including but not limited to the following: ensure waiver valuations are completed timely, Offer Letters presented and parcel packets are properly completed and submitted in a timely manner; ensure DEPARTMENT personnel are informed regarding all activities; attend all project related meetings as necessary including Project Management meetings.
3. Assist the PM to ensure adequate quality control of ACQUISITION project activities. This includes, but is not limited to the following: completion of all documentation such as 289's, Waiver Valuations, Offer Letters and maintaining a document control and filing system for all project related correspondence, reports, maps, technical data, etc.
4. Assist the PM in verify accuracy of mapping data (plot plan, deeds, etc.) prior to releasing information to the appraiser(s), Complete and sign the Appraisal Project Kickoff Checklist and forward checklist with the set-ups to the appraiser.
5. Assist the PM in providing accurate weekly updates to the R/W 453 at the first of each week. Only the R/W 453 shows the individual items and their disposition for demolition purposes. If no update or change is required provide a statement of "no change" to accurately track each item once a clearance list has been issued. The R/W 453 needs to be active until all items on the clearance contract are cleared. Updates to the R/W 453 should include the "30 day Notice to Vacate date" specified in the FMV payment letter, the "Actual Vacate Date" when the move of personal property is verified, and the date they replaced their well or septic system if required to maintain decent, safe and sanitary living conditions. Also include a Y or N representing a yes or a no in the occupied column to show if buildings, lean-to or houses are occupied with personal property. Update the comments as needed when fencing holds in animals, cattle or horses.
6. Assist the PM to ensure the Agents verify when wells and/or septic systems are replaced within the 30 day vacate date when the home requires them to maintain decent, safe and sanitary conditions. If it is not required to maintain D.S.S. living conditions, write a note in the comments section so the Relocation Branch will not be waiting on them to replace them.
7. Assist the PM to ensure the Agents track all items that were paid to move on the R/W 453 and give dates when they were moved. On items, such as sprinkler heads, when they are paid to move, track the date removed on the R/W 453. On fencing when paid to relocate, track the move date on the R/W 453. On such items as fencing that were paid to replace, but not required to replace, track the date on the R/W 453 if replaced.

8. Assist the PM in advising Agents if ODOT purchased items (such as fence) or other improvements, **no one is allowed to remove it, sell it to someone else, or dispose of it in any manner.** If the former owner changes his mind and wants to retain an item after ODOT has purchased it, they must contact the Acquisition Branch Manager for approval and return money to ODOT for the item retained. After the money is paid back to the State, make a note of this under the "Comments" section of the R/W 453 and include it on the next weekly updates of the R/W 453 report.
9. Assist the PM to ensure the Agent gives the property owner an itemized list of the items that were acquired by the State so there is no question as to what items were acquired. In the event something is stolen, state it in the "comments" section of the weekly R/W 453 report. Fencing and all improvements acquired or paid to replace becomes the property of the approved demolition contractor for removal. It causes the demolition contractor to suffer losses on their contract when items are stolen or when the Agents tell the former property owner to just take it without paying retention values at the time of acquisition.
10. Assist the PM to ensure the Agents, working for their Company, **do not** tell anyone - a property owner or tenant - they can remove items such as fencing or other improvements acquired by the State when they were not officially authorized to do so by written agreement prior to the State's acquisition of the property. The approved demolition contractor is the only one authorized to remove improvements acquired and to salvage them.
11. Assist the PM to ensure that all ACQUISITION functions are completed within the specified time frames set out in Attachment 2, Required Completion Dates, attached hereto and by this reference incorporated herein. Any deviations from established completion dates shall require a written notice prior to the target date, from the PM to the CONTRACT FACILITATOR explaining the reason therefore, the anticipated completion date and/or a detailed recovery plan.
12. Assist the PM to provide, on a weekly basis, a status report on the percentages, total numbers and numbers completed of the respective branch's activity on each turnkey contract function using the approved forms, see attachment 5, contained within the contract. ODOT will require and will provide the Microsoft Excel spreadsheets to be utilized for status reports. The PM will review and sign off on all paperwork prior to submittal to the DEPARTMENT's RIGHT-OF-WAY & UTILITIES DIVISION PROJECT MANAGER to ensure accuracy.
13. If assigned by the PM the Asst. ACQ PM shall have the ability to effectively conclude negotiations, if an agent of the CONTRACTOR is unable or unwilling to resolve issues or complete the Acquisition process.
14. Assist the PM in addressing issues/concerns/revisions, submit the factual details in writing to the DEPARTMENT's R/W & Utilities Division's Acquisition Manager, with proposed solution(s) and follow-up appropriately

as may be required which affect the acquisition of the property.

15. Assist the PM in attending monthly project status meeting to update the DEPARTMENT's RIGHT-OF-WAY & UTILITIES DIVISION ACQUISITION MANAGER or their designated representative on status of projects.
16. Assist the PM to ensure that all paperwork submitted to the DEPARTMENT's RIGHT-OF-WAY & UTILITIES DIVISION ACQUISITION MANAGER for forwarding to the appropriate branches is correct and complete. When large volumes of paperwork are submitted, the PM shall ensure that they or the person, who is the lead agent on the specific function involved, is available to check the paperwork with ODOT personnel and make on the spot corrections when needed.

RELOCATION

1. Coordinate directly and solely with the Relocation Facilitator, hereinafter in this section referred to as FACILITATOR, for the DEPARTMENT on all relocation activities assigned to the aforementioned project unless prior written approval is received from the FACILITATOR or the DEPARTMENT'S Relocation Branch Manager, hereinafter in this section referred to as MANAGER.
2. All relocation activities will be performed by IRWA Relocation Assistance, (R/W-RAC) Certified agent(s) or other agents deemed Functionally Equivalent by means of education and experiences, as defined by the DEPARTMENT'S Prequalification criteria, and determined by the MANAGER.
3. **Project Assignment** will be made to a LEAD AGENT who will:

Prepare an initial drive-out within 30 calendar days of receiving the Notice to Proceed from R/W Business Administration Branch. The drive-out will be prepared on the Improvement Status Report (R/W Form 453) including any encroachments in present or existing right-of-way and any improvements within the new or proposed right-of-way. Also plot all relocation displacements (residential, commercial, and personal property only) on a half-size set of Right-of-Way Plans with Station Number and offset distance from centerline. Update Improvement Status daily as changes or revisions occur including, but not limited to, plan changes and subsequent occupancy. Submit R/W 453's on Mondays weekly if there are changes. If there are no changes to the R/W 453, just send an email to advise there were no changes.

4. Maintain a current inventory of acquired improvements in new right-of-way on (R/W Form 453), Improvement Status Report, recording the status of acquisition and showing if the property is vacant or occupied.
5. Conduct an initial interview in person with each displacee at the displacement site within 60 calendar days from receiving the Notice to Proceed from R/W Business Administration Branch. The initial interview will be completed on Interview Form (R/W 475A). This initial interview form will be submitted to the Relocation Branch contract FACILITATOR along with the following completed

forms. i.e., completion of the IMPROVEMENT SURVEY QUESTIONAIRE FORM (R/W REL-Form 5) on every parcel with improvements, completion of the IDENTIFICATION OF REAL/PERSONAL PROPERTY FORM (R/W REL-Form 6). The interview will include an inspection of the parcel, explanation of benefits and advisory assistance. Arrange to meet with the Appraiser to review and clarify the IMPROVEMENT SURVEY QUESTIONAIRE and the IDENTIFICATION OF REAL/PERSONAL PROPERTY FORM so all improvements located in the take with value, or no value can be fully addressed as identified by the Appraiser.

- a. IMPROVEMENT SURVEY QUESTIONAIRE FORM (R/W REL-Form 5)
– This Form will be filled out on all properties to be acquired, improved or unimproved. A collaborative effort will be made between the Relocation Agent and the Appraiser to ensure this form is accurately completed. A completed copy of the form (R/W REL-Form 5) will be submitted to the Relocation Contract FACILITATOR within 60 calendar days of the Notice to Proceed.
 - b. IDENTIFICATION OF REAL/PERSONAL PROPERTY FORM (R/W REL-Form 6) – The Relocation Agent will accompany the Appraiser at the time of the appraisal inspection to determine what is considered realty or personalty. Signatures of both the Appraiser and Relocation Agent are required on this form. A completed copy of the (R/W REL-Form 6) will be submitted to the Relocation Contract FACILITATOR, within 7 working days of completion.
6. Calculate all relocation benefits to include all reasonable and necessary reimbursable relocation expenses in compliance with the DEPARTMENT'S Relocation Procedures. All relocation calculations and studies will be prepared by a qualified Relocation Agent other than the assigned Relocation Agent. Replacement Housing calculations will be submitted on Form 150, Supplemental Housing Payment Calculations, and submitted with Form 117-R, Relocation Supplement. Last Resort Housing must be supported with documentation of efforts to locate Replacement Housing and justification for method of Last Resort Housing utilized for approval by the MANAGER.
 7. Provide ongoing relocation assistance advisory services, in person, that promotes cooperation with the displacee to accomplish a timely vacation of the acquired property within the target dates established in this contract.
 8. Submit relocation benefit claims, updated agent's log, and supporting documentation to the DEPARTMENT within seven (7) calendar days of the date the displacee signed the claim. No claims are to be presented to displacee for signature until the Relocation Agent has all supporting documentation.
 9. Contact the DEPARTMENT a minimum of once a week for messages and/or correspondence to be picked up. It is recommended that contact be made more frequently during active relocation and near the relocation target date.

10. Provide Verification of Clearance (Form R/W 475-C) no later than seven (7) calendar days after the displacee has vacated the parcel. The displacement and replacement sites are to be inspected by the Relocation Agent prior to submitting Form R/W 475-C to verify personal property has been moved to replacement site. Relocation Agent will inspect replacement site to verify all equipment moved is reinstalled at replacement site. In the event equipment has not been reinstalled as required at the replacement site, that portion of the move payment required for reinstallation shall be withheld until equipment is reinstalled. Turn in keys to the Relocation and Property Management Branch when property becomes vacant. Make a Xerox copy of the key for the Relocation and Property Management Branch file.
11. **Extension Request** – Prior approval is required for all occupancy extensions. Seven (7) days prior to the expiration of the displacee's 30-day vacate date, determine if they are going to vacate by their required date. Review the project timeline and relocation target dates, vacating dates and required demolition target dates with your relocation contract FACILITATOR to determine if a 30-day extension can be granted. If time allows for an extension, have the displacee request an extension prior to the expiration of the 30-day vacating date.
12. **Leaseback Request** – Prior approval is required for leasebacks. If approval is given for a leaseback, prepare a Leaseback Agreement for the displacee's signature seven (7) days prior to the expiration of their 30-day extension. Obtain their signature and lease payment starting the lease the day after the 30-day extension expires.
13. **Ten-Day Notice to Quit** – If project schedule does not allow time for occupancy extensions or leasebacks, prepare Ten-Day Notice to Quit seven (7) calendar days prior to the required vacate date for the Relocation Manager's signature. If displacee has not vacated by his required date, deliver the Ten-Day Notice to Quit. In the event the displacee has not vacated within the specified ten-day period, prepare, and submit within 5 working days a memo to Relocation Manager requesting a Writ of Assistance for eviction. Attach copies of all relocation notices and the Relocation Agent's log R/W Form 475D.
14. Initiate Protective Rent Agreement, upon authorization, to avoid subsequent relocations.
15. Provide a written, updated, Relocation Status Report, see attachment 5, for each displacee to the assigned Facilitator by 12:00 p.m. on the first working day of each week. ODOT will require and will provide Microsoft Excel spreadsheets to be utilized for status reports.
16. Be available for a period of eighteen (18) months after the displacee's vacate date to complete the relocation. CONTRACTOR may be released earlier upon written authorization from the MANAGER.

17. Any DEPARTMENT approved agent utilized for the purposes of acquisition or relocation or a combination of both, sometimes referred to as Dual Agents or Single Agents, shall be limited to working on, performing, or being assigned to no more than 30 units at any one time. The term Dual Agent, a.k.a. Single Agent, refers to one agent performing both roles of acquisition and relocation. Acquisition activities are defined as one (1) unit per ownership. Relocation activities are defined as two (2) units per displacee. An Acquisition Agent shall not work on, perform, or be assigned to more than a maximum of thirty (30) owners at any one time. A Relocation Agent shall not work on, perform, or be assigned to more than a maximum of fifteen (15) displacees at any one time. The acquisition status report and the relocation status report shall list the names of the assigned agent(s) to each parcel or displacee on the respective status report. The status reports shall be submitted electronically to the respective Branch Facilitator no later than the first working day of each week.
Note: Items not included in this Contract are as follows: 1) relocation appeal hearings, and 2) payments of relocation benefits.
18. Ensure that all paperwork submitted to the DEPARTMENT'S RIGHT-OF-WAY & UTILITIES DIVISION'S PROJECT MANAGER for forwarding to the appropriate branches is correct and complete. When large volumes of paperwork are submitted, the PM shall ensure that they or the person, who is lead agent on the specific function involved, is available to check the paperwork with ODOT personnel and make on the spot corrections when needed.

RELOCATION PLANS AND ESTIMATES

19. Coordinate directly and solely with the Relocation Facilitator, hereinafter in this section referred to as FACILITATOR, for the DEPARTMENT on all relocation activities assigned to the aforementioned project unless prior written approval is received from the FACILITATOR or the DEPARTMENT'S Relocation Branch Manager, hereinafter in this section referred to as MANAGER.
20. All Relocation Plans and Estimates will be performed by IRWA Relocation Assistance, (R/W-RAC) Certified agent(s) or other agents deemed Functionally Equivalent by means of education and experience, as defined by the DEPARTMENT'S Prequalification criteria, and determined by the MANAGER.
21. The timeline provided for Relocation Plans or Estimates will be provided at the time of the assignment.
22. MANAGER receives a request from Environmental Programs Division for the Relocation Branch to develop a Relocation Plan. The purpose of preparing a Relocation Plan is to comply with 49 CFR § 24.205. The request will consist of maps showing the proposed defined alternate alignment to be studied for approval from Federal Highway for environmental clearance. This plan will be developed prior to the completion of the NEPA Document.

23. If resources are limited, Manager assigns a Service Provider to have a Relocation Agent prepare a Relocation Plan or Estimate in accordance with the request received.
24. **Relocation Plans** will be made by a LEAD AGENT who will:
- Prepare Relocation Plans using 60 or 65% plans with right-of-way defined. The plan should capture the requirements identified in this Scope of Services, the Relocation Branch Procedure REL-PRO 6.116.1 and an example of a Relocation Plan will be provided.
 - Visits the project site and gathers the following information for the proposed alignment. The Relocation Plan will serve to assist in the evaluation of the social and environmental impacts on the project. The potential impacts will include the following information:
 - If potential residential displacements constitute a disproportionately high and adverse impact on minority or low-income families, the Manager, Relocation Branch may request interviews with displaced persons.
 - Interviews will not be conducted unless Manager requests them.
 - If interviews are conducted, the Relocation Agent will advise potential displacees the environmental study is done to identify potential impacts on the proposed project. The interview does not necessarily mean they are absolutely being displaced because final Right-of-Way limits and design of the project has not been determined and no alignment has been selected.
 - Conducts a market search to reveal the number of decent, safe, and sanitary, comparable replacement dwellings which may be available to fulfill the needs of the potential displaced households in the proposed project area (including location, type of housing, number of bedrooms, condition, and size).
 - Analyzes and defines the impacts on the potential residential displacees.
 - Determines what social or public programs may be available in the area that will assist the elderly or persons with disabilities such as meals on wheels, etc.
 - Provides recommendations for providing Last Resort Housing within the family's financial means.
 - When there is not an adequate supply of comparable, decent, safe, and sanitary replacement housing available on the market, recommends solutions which may require new construction.
 - If new construction is required, recommends an additional 6 to 8 months be allowed in the project schedule.

- Determines the estimated number of potential businesses, farms, non-profit organizations, to be displaced and the approximate number of employees that may be affected. Do not contact any potential residence or business on the project unless preauthorized by the MANAGER.
- Identifies the potential problems anticipated in the relocation of potential displaced businesses, non-profit organization or farms including any relocation advisory services.
- Provides recommendations for solutions for reducing impacts on potential business displacees which are expected to involve complex or lengthy moving processes or have limited resources. Also consider any special relocation advisory assistance services that may be necessary from the displacing Agency and other cooperating Agencies.
- Prepare marked up plans for submittal showing the station number location and picture of each business, residence, farm operation or Non-Profit organization located within the right-of-way limits.
- Create an inventory of the proposed properties to be acquired.
- If the improvements are very close (10 to 15) feet from the right-of-way line and it appears it could be severely impacted by the right-of-way, contact the ODOT Appraisal Branch to request their assistance in determining if it is a property that could be a potential acquisition by the Department. If not, do not put it in your Relocation Plan.
- Utilize Realtors, real estate internet websites advertising properties, sale by owner, and newspapers for preparing the Relocation Plan. For Residential displacements, try to locate comparable properties for sale within a 25-mile radius if possible.
- Look for potential comparable residential replacement properties in similar nearby neighborhoods. Use the inventory of proposed replacement properties to utilize in the Relocation Plan.
- If possible, locate three potential residential replacement properties for residential displacements. If only one is available at the time of the study, one will meet the minimum requirements for the Relocation Plan.
- If no residential properties are available within a 25-mile radius, consider the cost of new construction for purposes of providing an alternate plan. Also request an additional 6 to 8 months be added to the project timeline to be completed.
- For residential displacees, identify the details of the type of property such as square footage, single story single-family residence, or duplex along with the number of bedrooms and bathrooms.

- If potential suitable replacement properties are available for businesses, churches, or non-profit organizations, include the information that may be available.
- Write a transmittal memo for submitting the Relocation Plan with attachments to the Environmental Programs Division thru R/W Business Administration Branch from Manager, Relocation Branch.

25. **Prepares Relocation Estimate** – MANAGER receives a request from Environmental Programs Division for a Relocation Estimate.

- Relocation Estimates can be done from aerials and plans with proposed right-of-way lines defined for each alignment. Estimated costs are not included in the estimate that goes to Environmental Programs Division. The estimate only estimates how many and what type of displacements are anticipated.
- MANAGER assigns a Service Provider/ Relocation Agent to prepare a Relocation Estimate request from Environmental, in accordance with the request received.
- The due date timeline will be given at the time of the assignment.
- Plans or aerials are to be marked up showing the location of the improvements on the plans or aerials and attach a picture of the residential, or commercial displacements.
- Create an inventory and estimated number of proposed residential and commercial relocations for each type of property to be acquired.
- For Residences, include only the number of potential residences to be displaced.
- For Commercial Businesses and Non-profit Organizations, include only the estimated number to be displaced.
- Prepare an Estimate Memorandum from MANAGER to Environmental Program's Division. An example of the information requested in the memo with the estimated number of residential or commercial properties being displaced. This estimate does not include cost when it is prepared for Environmental Program's Division.
- At the bottom of the estimate include information regarding any potential problems in finding replacement properties. If new construction may be considered, state an additional 6 to 8 months should be added to the project schedule.

26. **Prepares Relocation Cost Estimate** – MANAGER receives a request from R/W Business Administration Branch for a Relocation Costs Estimate.

- Relocation Estimates can be done from aerials and plans with proposed right-of-way lines defined for each alignment.
- MANAGER assigns a Service Provider / Relocation Agent to prepare a Relocation Costs Estimate from R/W Business Administration Branch, in accordance with the request received.
- The due date timeline will be given at the time of the assignment.
- Plans or aerials are to be marked up showing the location of the improvements on the plans or aerials and attach a picture of the residential, commercial, or personal property move if possible.
- Create an inventory and estimate of cost of the proposed relocation cost for each type of property to be acquired.
- For Residences, include the number of residential displacements and the associated estimated total costs of Replacement Housing Payments. As a separate line item, include the number of residential move payments and the total estimated move costs.
- For Commercial Businesses and Non-profit Organizations, include the number of Commercial Businesses and Non-profit Organizations being displaced. As a separate line item estimate the total move costs for all the Commercial Businesses and Non-profit Organizations being displaced.
- For partial takings for moving only personal property, provide the number of partial /personal property only moves, and the total move costs estimated.
- Provide an estimated cost for Service Provider Fees on the estimate.
- Prepare an Estimate Memorandum from Manager. An example of the information requested in the memo with relocation costs will be provided.
- At the bottom of the estimate include information regarding any potential problems in finding replacement properties. If new construction may be considered, state an additional 6 to 8 months should be added to the project schedule.

PROPERTY MANAGEMENT

1. Coordinate directly and solely with the Property Management Facilitator, hereinafter in this section referred to as FACILITATOR, for the DEPARTMENT on all property management activities assigned to the aforementioned project unless prior written approval is received from the

FACILITATOR or the DEPARTMENT's RIGHT-OF-WAY TURNKEY ADMINISTRATOR, hereinafter in this section referred to as MANAGER.

2. All Property Management activities will be performed by Property Management, Certified agent(s) or other agents deemed Functionally Equivalent by means of education and experience, as defined by the DEPARTMENT's Pre-qualification criteria and determined by the MANAGER.
3. **Project Assignment** will be made to a LEAD AGENT who will:
 - a. Prepare an initial drive-out within 30 calendar days of receiving the Notice to Proceed from Project Management Branch. The drive-out will be prepared on the Improvement Status Report (R/W Form 720) including any encroachments in present or existing right-of-way and any improvements within the new or proposed right-of-way. Plot all encroachments and improvements on a full size set of Right-of-Way Plans with station and offset from centerline. Update Improvement Status Report daily as changes or revisions occur including, but not limited to, plan changes and subsequent occupancy.
 - b. Maintain a current inventory of acquired improvements in new right-of-way on Form 720, Improvement Status Report, with record of current status of acquisition and showing if vacant or occupied. The Improvement Status Report shall be updated and submitted electronically to the FACILITATOR in (3) three stages as follow: 1) Initial 2) Accurate and 3) Final or as requested by Facilitator.
4. **Ten-Day Notice to Quit** – If project schedules do not allow time for occupancy extensions or leasebacks, prepare Ten-Day Notice to Quit seven (7) calendar days prior to the required vacate date for the Relocation Manager's signature. If displacee has not vacated by his required date deliver the Ten-Day Notice to Quit. In the event the displacee has not vacated within the specified ten-day period, prepare and submit within 5 working days a memo to Relocation Manager requesting a Writ of Assistance for eviction. Attach copies of all relocation notices and the Relocation Agent's log R/W Form 475D.
5. **NESHAP Packet** – Prepare a NESHAP packet on parcels requiring inspection and submit packet to your Property Management Contract FACILITATOR within fifteen (15) calendar days after the secured packet is signed or within fifteen (15) calendar days after the parcel is sent to condemnation. Turn in the keys to the Relocation Contract FACILITATOR when parcel is vacated within seven (7) calendar days. The NESHAP packet shall be completed with NESHAP REPORT FORM (R/W REL-FORM 2) attached on top.
6. Conduct **Property Management** in accordance with the DEPARTMENT's Property Management Branch Procedures, as deemed necessary. Price bid for this item is to include all management and/or administrative fees

necessary to accomplish the required work. Actual expenses required through the procurement of the various services will be handled as a pass-through expense unless stated otherwise. All pass-through expenses must be approved by a DEPARTMENT Manager(s) prior to entering into any agreement for services. Property Management includes but is not limited to the following:

Improvement Status Report Form 720 – Continuous updating of the Improvement Status Report. Ensure items to be removed by property owner are removed by the established target date for removal. No pass through cost. **Demolition List** – Prepare list of improvements on (R/W REL-Form 3) to be included in the demolition contract. The list of improvements is to be derived from the Appraisal and Improvement Status Report (R/W Form 720). An accurate demolition list (R/W REL-Form 3) and a NESHAP list (R/W REL-Form 4) shall be submitted to the Property Management Contract FACILITATOR within ten (**10**) calendar days after all Appraisal Reviews or approved waivers are received by the CONTRACTOR on parcels requiring demolition.

- a. **Trash pick-up** – Visually inspect the project for areas where trash or debris is present. Notify the DEPARTMENT and receive approval to proceed with trash pick up. Frequency shall be what is reasonable and necessary.
- b. **Mowing** – Visually inspect the project for areas which need to be mowed. Mowing shall include all areas in the acquired property. If in an urban area grass should not exceed eight inches in height. Hand trimming shall be required around all fixed objects, structures and improvements to provide a neat uniform appearance. The CONTRACTOR should always take into consideration the location of the project and mowing standards established for the area. Notify the DEPARTMENT and receive approval to proceed with mowing. Frequency shall be what is reasonable and necessary.
- c. **Maintenance for continued occupancy** – If repairs to the acquired property are required for continued occupancy; the relocation agent shall ensure repairs are made. If possible, the agent should obtain two estimates and if not an emergency, obtain pre-approval from MANAGER prior to any repairs being made.
- d. **Refund of deposits from previous landlord** – Whenever a tenant is being displaced and is in lawful occupancy the agent shall ensure any deposits paid to the previous landlord are refunded to the displacee unless the previous landlord has a reason to withhold the deposit such as the tenant being in arrears on rent. It is ODOT's intent only to ensure refund of deposits is not withheld from the tenant due to acquisition of the property. No pass through cost.
- e. **Pest Control** – Inspects acquired property for evidence of pests such as insect infestation. Requests approval from the MANAGER to precede with pest control services. Frequency shall be what is reasonable and necessary.
- f. **Rodent Control** – Inspects acquired property for evidence of

rodents. If needed, requests advice from local City, County or State health authorities as to whether or not rodents are present. If present requests approval from the MANAGER to proceed with rodent control services. Frequency shall be what is reasonable and necessary.

- g. **Paying Utilities on acquired properties** – Requests approval from MANAGER for those properties requiring utilities to remain on after acquisition.
- h. **Boarding up or securing vacated properties** – Receives at least two bids from companies interested in securing properties. Request approval from MANAGER for selection of company to perform services. Recommends properties to be secured once vacated. Performs daily walk around inspection to ensure buildings are secure. If not secure informs service provider to correct any deficiencies.
- i. **Security services** - Receives at least two bids from companies interested in providing security services. Request approval from MANAGER for selection of company to perform services. Once services begins checks with service provider daily to receive reports of previous day's activities.
- j. **Issuing Demolition Task Orders** – Issue task orders to demolition contractor(s) once NESHAP and abatement is completed. Notifies Resident Engineer task order has been given. No pass through cost.

Note: Items not included in this Contract are as follows: 1) improvement disposal.

- 7. Ensure that all paperwork submitted to the DEPARTMENT'S RIGHT-OF-WAY & UTILITIES DIVISION PROJECT MANAGER for forwarding to the appropriate branches is correct and complete. When large volumes of paperwork are submitted, the PM shall ensure that they or the person, who is lead agent on the specific function involved, is available to check the paperwork with ODOT personnel and make on the spot corrections when needed.

R/W SURVEYING

This survey shall meet the requirements described in OKLAHOMA ADMINISTRATIVE CODE, 245:15, Subchapter 13 (Minimum Standards for Land Surveying) and Subchapter 21, as needed, which includes the complete text of Oklahoma Statute Title 65:3 – 119 (Corner Perpetuation and Filing Act) as adopted by the Oklahoma State Board of Licensure For Professional Engineers and Land Surveyors, (latest effective version at the time of survey).

AT THE COMPLETION OF THE SURVEY, THE SURVEYOR SHALL SUBMIT A STATEMENT CERTIFYING THAT ALL PROPOSED R/W BREAKS/CORNERS, ALL PROPOSED PERPETUAL EASEMENT BREAKS/CORNERS AND ANY PROPOSED R/W THAT BEGINS OR ENDS ON THE EXISTING R/W HAVE

BEEN MONUMENTED IN ACCORDANCE WITH THE OKLAHOMA MINIMUM STANDARDS FOR LAND SURVEYING.

Intermediate points along the proposed R/W as necessary (i.e., intersection of property lines and the R/W, points in close proximity to improvements) do not need to be monumented.

1. The Centerline of Survey or Construction Reference Line for this project is to be sufficiently identified for accuracy in surveying the right-of-way.
2. On each parcel of R/W on this project, the point of intersection of the proposed R/W and each property line shown on the plans is to be set and marked in the field. Additionally, any proposed R/W that begins or ends on the existing R/W other than at a property line is to have that point set and marked in the field.
3. The following **color coding scheme** is to be used for flagging laths and spray painting around PK nails:
 - a. Existing R/W - **blue**
 - b. Proposed Permanent R/W - **red**
 - c. Temporary R/W - **green**
 - d. Easements (utility or channel) - **yellow**
4. All corners (where the R/W line intersects a property ownership line) and breaks (changes in direction), both existing/proposed permanent R/W and temporary R/W, including any/all improvements and signs in close proximity to R/W are to be staked and/or marked with:
 - a. Proposed R/W - **red flagged**, 60d nails and marked laths.
 - b. Temporary R/W - **green flagged**, 60d nails and marked by laths.
 - c. Existing R/W - **blue flagged**, 60d nails and marked by laths.
 - d. Easements (utility or channel) - **yellow flagged** and marked by laths.
5. In/on paved areas - PK nails marked with spray paint, depending on the type of R/W (approx. 2" diameter circle centered on the PK nail).
6. The laths used in grassy areas are to be flagged according to the **color coding scheme** listed above and are to have the following clearly written on them with a durable marking method (i.e., magic marker, etc.):
 - a. Proposed R/W, Present R/W, Utility Easement, Channel Easement, or Temporary R/W, whichever is applicable.
 - b. Parcel #(s)
 - c. Centerline Station & plus and distance Lt. or Rt. to the point.
7. Intermediate points shall be set and marked by a 60d nail and a lath (marked and color coded as described above) where necessary such that the

proposed/existing R/W line, easements and/or temporary R/W lines will be marked **at least** every 300 feet or where there is an obstruction(s) that prevents seeing between the breaks/corners.

8. In or on paved areas, the same applicable information is to be spray painted, according to the color coding scheme above, near the PK nail in a neat and legible manner only **if the spray paint will fall on the existing/present R/W**. **DO NOT** spray paint this information on private property. If necessary, set a lath(s) at some reasonable offset distance from the PK and show the distance on the lath (in addition to the required information listed above).
9. The Department will provide the following data/information related to this work:
 - a. Original survey data and land tie information uploaded to Project Wise
 - b. Proposed construction plans for this project
 - c. R/W plans for this project

STAKING FOR UTILITY PURPOSES

1. The Centerline of Survey or Construction Reference Line for this project is to be sufficiently identified by PK nails and paint at least every 300 feet for accuracy in staking the right-of-way.
2. The following **color coding scheme** is to be used for flagging laths and spray painting around PK nails:
 - a. Existing R/W - **blue**
 - b. Proposed/New Permanent R/W - **red**
 - c. Temporary R/W - **green**
 - d. Easements (utility or channel) - **yellow**
3. All corners and breaks (changes in direction), In existing R/W, (If no new R/W is acquired), proposed permanent R/W and utility easements; are to be set with:
 - a. Proposed/New R/W - **red flagged**, 60d nails and marked laths.
 - b. Temporary R/W - **green flagged**, 60d nails and marked by laths.
 - c. Existing R/W - **blue flagged**, 60d nails and marked by laths.
 - d. Easements (utility or channel) - **yellow flagged** and marked by laths.
4. In/on paved areas - PK nails marked with spray paint, depending on the type of R/W (approx. 2" diameter circle centered on the PK nail).
5. The laths used in grassy areas are to be flagged according to the **color coding scheme** listed above and are to have the following clearly written on them with a durable marking method (i.e., magic marker, etc.):

- a. Proposed/New R/W or Present R/W, (If no new R/W is acquired), Utility Easement, or whichever is applicable.
 - b. Centerline Station & plus and distance Lt. or Rt. to the point.
6. Intermediate points shall be set and marked by a 60d nail and a lath (marked and color coded as described above) where necessary such that the proposed (New)/existing R/W line, easements and/or temporary R/W lines will be marked **at least** every 300 feet or where there is an obstruction(s) that prevents seeing between the breaks/corners.
7. In or on paved areas, the same applicable information is to be spray painted, according to the color coding scheme above, near the PK nail in a neat and legible manner only **if the spray paint will fall on the existing/present R/W.**

DO NOT spray paint this information on private property. If necessary, set a lath(s) at some reasonable offset distance from the PK and show the distance on the lath (in addition to the required information listed above).
8. The Department will provide the following data/information related to this work:
 - a. Original survey data and land tie information uploaded to ProjectWise
 - b. Proposed construction plans for this project
 - c. R/W plans for this project
9. Upon completion of this R/W staking, the SERVICE PROVIDER is to submit a letter of completion to the Department certifying that the work has been completed in accordance with the Scope and Requirements Statement.

CONDEMNATION SUPPORT

1. Prepare plans identifying specific parcel.
2. Prepare legal description and appropriate clauses.
3. Assemble and submit packets to ODOT.

Note: MAP-PRO 6.114.14 is to be utilized as the reference in preparing these items.

Revised June 2024

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT IDENTIFICATION NO. AC0050
ATTACHMENT A2
TASK ORDER REQUIREMENTS AND PROCEDURES**

SECTION 1 - PURPOSE

- 1.1 The purpose of a Task Order is to provide a vehicle to communicate, define, approve and authorize the scope of services and establish a schedule, fees and other parameters related to services to be provided by the Contractor. All efforts which are established as the Contractor's responsibility and for which the Contractor expects to be compensated must be defined in an approved Task Order. Services provided by the Contractor which have not been included in an approved Task Order or modified Task Order will be considered gratuitous and the Department will not be obligated to compensate the Contractor for such services.
- 1.2 Task Orders will be initiated by the Department, in writing through a Request for Services. Upon receipt of a written Request for Services and prior to preparing a Task Order, the Contractor and the Department will discuss the services to be provided under the proposed Task Order and agree generally that the instructions are clearly stated and understood. Following this verbal concurrence, Task Order development may be initiated.

SECTION 2 - REQUEST FOR SERVICES DEVELOPMENT

- 2.1 Request for Services - When the Department determines there is a need for the services of the Contractor; a Request for Services will be prepared. The Request for Services will include the following:
 - 2.1.1 Task Order Number and Task Description. County, Federal Aid Project Number and State Job Number if applicable.
 - 2.1.2 A general description of services to be provided through the requested Task Order.
 - 2.1.3 A general description of the anticipated deliverables.
 - 2.1.4 A schedule to complete the requested services.

SECTION 3 - TASK ORDER DEVELOPMENT

- 3.1 Request for Task Order Approval - Upon receipt of a written Request for Services and as further instructed by the Department, the Contractor will prepare a Request for Task Order Approval. The purpose of the Request for Task Order Approval is to establish specifically and in a detailed format the services to be provided, technical standards, schedule, and other parameters under which the work is to be completed.
 - 3.2 Each Request for Task Order Approval must include the following:

- 3.2.1 Task Order Number and Task Description. County, Federal Aid Project Number and State Job Number.
- 3.2.2 Contractor name and Contract Number.
- 3.2.3 Detailed, definitive, and specific scope of services.
- 3.2.4 Method of Compensation and budget for the requested Task Order.
- 3.2.5 Contractor's project personnel.
- 3.2.6 List of deliverables, if applicable.
- 3.2.7 Schedule for completing scope of services including all reviews and approvals by others.
- 3.2.8 Signature of Contractor and the date of submittal.
- 3.2.9 A Signature Block for subsequent use by the Department in the execution and recording of the date of Task Order Approval.

SECTION 4 - TASK ORDER APPROVAL

- 4.1 The following process will be followed in reviewing and approving Request for Task Order Approval applications.
- 4.2 The Contractor will submit the Request for Task Order Approval to the Department for review. The Department shall review the Request for Task Order Approval to determine that it accurately and definitively describes the services to be provided; work to be completed; deliverables; compensation and method of payment.
 - 4.2.1 Should it be determined that one or more elements of the Request for Task Order Approval are not approved by the Department, such elements shall be brought to the attention of the Contractor. Efforts will be made to negotiate an approval of the elements in question.
 - 4.2.2 Within five (5) working days after a Request for Task Order Approval is received, the Department will either notify the Contractor that the Task Order will be approved; identify elements which do not meet with the approval of the Department and are to be considered for negotiation; notify the Contractor that the Task Order is not being approved; or notify the Contractor that the Request for Task Order Approval is being held for future consideration.
 - 4.2.3 Upon approval of a proposed Task Order, the Department and the Contractor execute the Task Order document thereby signifying acceptance of the specific terms and exemplified provisions therein and being held for future consideration. The Department will then issue a Notice to Proceed.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
 CONTRACT IDENTIFICATION NO. AC0050
 ATTACHMENT A3
 STANDARD FEE SCHEDULE/PAYMENT MILESTONES**

Project Manager
Up to \$500.00/per each Appraisal
Up to \$1,500.00/per each Acquisition (Not applicable for Major Tenants)
Up to \$500.00/per each Acquisition for ACQ Assistant PM (Not applicable for Major Tenants)
Up to \$1,000.00/per each Relocation (Residential & Commercial Only)
Up to \$150.00/per each Personal Property Move
Appraisal
Up to \$3,750.00 per Appraisal Report
Up to \$4,250.00 per BIA Appraisal Report
Acquisition
Up to \$3,750.00 for Waiver Parcels
Up to \$3,500.00 for Appraised Parcels
Up to \$2,500.00 for Major Tenants (Billboards) Note: The Department has sole discretion in determining what qualifies as a Major Tenant.
Up to \$4,500.00 for Appraised Governmental Entity Parcels (BIA, COE, CLO, USDA, NRCS)
Up to \$800.00 for Mortgage Releases
Relocation
Up to 10,000.00 Residential Relocation
Up to \$11,000.00 Commercial Relocation
Up to \$8,000.00 Commercial Relocation/Landlord
Up to \$4,500.00 Personal Property Moves
Up to \$3,500.00 Storage Facilities Moves/Per Unit
Property Management
Up to \$9,500.00 Project Assignment Property Management (See Property Mgmt Fee Schedule)
Staking
Appraisal/ Acquisition Utility purposes (entire Project)
Staking for Condemnation purposes (per Parcel)
Condemnation Support
Up to <u>\$500.00</u> per parcel depending on complexity.
*DUE TO COMPLEX ISSUES PARCELS CAN BE NEGOTIATED AT HIGHER FEES. HIGHER FEES MUST BE APPROVED BY RW CHIEF OR ASST. CHIEF
<u>Items NOT included to be done by ODOT:</u> All Payments Relocation Reviews Mapping Plans and Documents Condemnations Preparation of ANL & offer letters Disposal of Improvements

Revised 6/2024

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
 CONTRACT IDENTIFICATION NO. AC0050
 ATTACHMENT A3
 STANDARD FEE SCHEDULE/PAYMENT MILESTONES**

PROPERTY MANAGEMENT FEE SCHEDULE

	Encroachments	City Limits	Number of Expected Minor Improvements	Number of Expected Major Improvements
\$3,500.00	All	No	1-10	0
\$4,500.00		Yes	11-20	1
\$5,500.00		21-30	2-3	
\$6,500.00		31-40	4-6	
\$7,500.00		41-50	7-9	
\$8,500.00		51-60	10-15	
\$9,500.00		61- areater	16-areater	

Example of Minor Improvement - Specialty Fence, Shed, Well, Septic, etc....
 Example of Major Improvement - House, Building, Store, Large Barn, etc....

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT IDENTIFICATION NO. AC0050
ATTACHMENT A3
STANDARD FEE SCHEDULE/PAYMENT MILESTONES**

TYPICAL PROJECT PAYMENT MILESTONES			
TASK	INVOICING	LEVEL OF COMPLETION	ALLOWABLE PAYMENT
Proj. Mgmt.	1st	Relocation Drive-out, Form 453, Master Addenda, Appraisal Reports completed, QA/QC	100%
Proj. Mgmt.	2nd	Acquisition completed, QA/QC	100%
Proj. Mgmt.	3rd	Relocation vacating, QA/QC	100%
Appraisal	1st	Completed Appraisal Reports to the Review Appraiser	50%
Appraisal	2nd	Appraisal Review of Appraisal Reports and any required corrections completed	50%
Acquisition	1st	Offer made	50%
Acquisition	2nd	Secured or condemn packet submitted to ODOT and any required corrections completed	50%
Relocation	1st	Project Assignment - 475A's, plans marked-up, 453 and drive-out completed	50%
Relocation	2nd	Project Assignment - Form 453 improvements identified as Owner or ODOT to remove	30%
Relocation	3rd	Project Assignment - All parcels vacated	20%
Relocation	1st	Residential, Commercial and Personal Property Moves - Delivery of notice of eligibility, 90 day notice and move options	30%
Relocation	2nd	Residential, Commercial and Personal Property Moves completed	60%
Relocation	3rd	9 months after parcel vacated and parcel submitted to ODOT or after all claims submitted	10%
Condemnation Support	Various	Condemnation Packet submitted to ODOT	100%
Mileage	Various	Documented mileage for various project related activities. Paid on a monthly basis at current government rate	100%

Notes: Invoicing for work completed will be done on a per ownership basis per task.

Subcontractors and Third Party Contractors must be from ODOT's R/W and Utilities Division's approved Service Provider List. Providers for Staking Services must be approved by the Department. All sub-contracts and Third Party Contracts are subject to review by the Department and must be submitted to the Department.

No travel compensation is payable by the Department when the project is located within the county of the Contractor's primary business address.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
 CONTRACT IDENTIFICATION NO. AC0050
 ATTACHMENT B
 EVALUATION STANDARDS**

Compliance with Contract Scope of Services and R/W Policy and Procedures				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	Exceeds expectations and time frame for completing contract objectives; documentation was complete and correct with minimal error.	Completed work assignment with little to no instruction; knowledgeable in ODOT policy and procedures; complied with established instructions, specifications, policy, procedures, and in accordance with all applicable Federal and State laws; documentation is adequately prepared and submitted in a timely manner.	Frequently requires detailed instruction relating ODOT policy and procedures; some assignments are delayed; documentation is frequently incomplete or incorrect.	Continuously requires detailed instruction to complete work; unnecessary delays in completing assignments; fails to follow policy and procedures; has repeated errors in documentation.
Timeliness of Services(s) Provided				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	Project completed and all work turned in before target dates, allowing for the R/W process to be advanced.	All work completed and turned in by target dates. Target dates requiring adjustments due to factors that should have been controlled by the Service Provider.	Work not completed and turned in by target dates due to factors that should have been controlled by the Service Provider. Additional time extensions were requested after target date for completion.	Work not completed and turned in by target dates due to factors that should have been controlled by the Service Provider. Additional time extensions not requested or Service Provider had to be prompted to request an extension.
Problems, Revisions, and Corrections				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	Weighs all relevant facts with exceptional care. Consistently finds the optimum solution to problems. Problems are routinely solved in a timely manner.	Able to make decisions and solve problems. Knows parameters in which a decision can be made. Takes all facts into consideration while using good judgment. Accepts responsibility for decisions made in area of authority.	Generally awaits guidance and direction regarding problems. Corrections are not made in a timely manner. Cooperation and communication is limited.	Exhibits a lack of confidence. Ineffective with routine problem solving and decision making causing confusion, loss of efficiency and possible project delays.

Cooperation with R/W Personnel and Public				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	Positively represents ODOT. Consistently gives clear, concise instructions. Inquiries are handled with exceptional care. Responses are immediate. Problems along with suggestions for improvements are brought to ODOT's attention. Maintains required confidentiality.	Demonstrates ability to communicate both verbally and in writing with ODOT, business contacts and the public. Gives clear concise instructions and responses. Inquiries are handled promptly and courteously. Maintains required confidentiality.	Communication skills are limited. Slow to respond to requests for assistance or information. Required confidentiality is occasionally violated.	Contact with ODOT or public is often rude or abrupt. Unresponsive to requests for assistance or information. Does not respond to inquiries in a timely manner. Required confidentiality is frequently violated.
Status Reports (timely, detailed, supported)				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	Reports are always submitted on time with updated accurate information; contain detailed information of work completed and work to be done; include detailed explanation of complications and solution.	Reports are generally submitted on time with little to no errors; contain detailed information of work completed and work to be done; include detailed explanation of complications and solutions.	Reports are sometimes submitted late; lack enough detail for facilitator to determine the status; contain frequent errors; failed to use the standard form.	Reports are generally delivered late; contained little to no detail; contained many errors.
Documentation, Proposals and Claims Submitted (timely, supported)				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	Documents, Proposal, and Claims are submitted with little to no errors. Documents and Claims are submitted in a manner which advances the project schedule.	Documents, Proposals, and Claims are submitted with few errors. Documents and Claims are submitted in a manner allowing appropriate processing time to avoid delays in project schedule. Contract close out documents are submitted promptly and completely.	Documents, Proposals, and Claims are submitted with frequent errors. Documents and Claims are not submitted in a manner which assures appropriate processing time to avoid delays in project schedule.	Documents, Proposals, and Claims are submitted with numerous errors. Untimely submission causes delays in project schedule.

Identified Priorities Achieved				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	Identified priorities were completed ahead of schedule.	Identified priorities were completed on schedule.	Identified Priorities were rarely completed on schedule.	Identified priorities were not completed on schedule.
Project Manager (knowledge, availability)				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	Project Manager is routinely available to ODOT and assigned service provider staff. Has full knowledge of the project and procedures allowing for innovative processes to expedite project or reduce costs.	Project Manager is regularly available to ODOT and assigned service provider staff. Has a working knowledge of the project and procedures allowing for anticipation and resolution of problems without ODOT direction.	Project Manager availability is sporadic or inconsistent. Has insufficient knowledge of the project or procedures to address problems without ODOT assistance. Fails to meet some target dates. Poor management results in project delays or increased project costs.	Not available to ODOT and assigned service provider staff. Does not have a working knowledge of project or procedures. Unable or unwilling to resolve problems. Lacks knowledge of all R/W functions and their interrelationship. Does not meet target dates which results in project delays.
ODOT Oversight				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	ODOT provided a minimal amount of administrative direction related to the service tasks.	ODOT had to provide more than a minimal amount (but still reasonable) administrative direction related to the service tasks.	ODOT had to provide an unreasonable amount of administrative direction related to the service tasks.	ODOT had to provide extensive administrative direction related to the service tasks.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT IDENTIFICATION NO. AC0050**

**ATTACHMENT C1
US DOT CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The Prospective Participant, _____, (Contractor), certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report lobbying", in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT IDENTIFICATION NO.AC0050
ATTACHMENT C2
US DOT CERTIFICATION OF ELIGIBILITY**

The Prospective Participant, _____, (Contractor), certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, states:

- a) That he or she is the Prospective Participant or fully authorized agent of the Prospective Participant in this project which involves federal funding, and has full knowledge and authority to make this certification

(Prospective Participant)

or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or accountant, project superintendent, or any person in a position involving the administration of federal funds:

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; and
- c. does not have a proposed debarment pending; and
- d. has not had any public transaction (federal, state, or local) terminated within the preceding three (3) years for cause or default; and
- e. has not been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years, except:

(IF NONE, SO STATE BY ENTERING THE WORD NONE). For any exception noted, indicate on the reverse side of this page to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT IDENTIFICATION NO. AC0050
ATTACHMENT C3
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
ASSURANCES**

_____ (hereinafter referred to as the Contractor) HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252,

42 U.S.C. 2000d to 42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives to the end that, in accordance with the Act, regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration; and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Subsection 21.7(a) (1) of the Regulations, a copy of which is attached.

More specifically and without limiting the above general assurance, the Contractor hereby gives the following specific assurances with respect to its Federal-aid Highway Program:

1. That the Contractor agrees that each “program” and each “facility,” as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a “program”) conducted or will be (with regard to a “facility”) operated in compliance with all requirements imposed by or pursuant to the Regulations.
2. That the Contractor shall insert the following notification in all solicitations for bids for work or materials subject to the regulations made in connection with the Federal-aid Highway Program and, in adapted form, in all proposals for negotiated agreements:

_____ in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color or national origin in consideration for an award.

3. That the Contractor shall insert the clauses of Appendix A and E of this assurance in every contract subject to the Act and the Regulations.
4. That the clauses of Appendix B of this assurance shall be included, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Contractor receives federal financial assistance to construct a facility or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Contractor receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Contractor shall include the appropriate clauses set forth in Appendix C and Appendix D of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Contractor with other parties (a) for the subsequent transfer of real property acquired or improved under the Federal-aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal-aid Highway Program.
8. That this assurance obligates the Contractor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein, or structures or improvements thereon; in which case the assurance obligates the Contractor or any transferee for the longer of the following periods: (a) the period during which the property used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; of (b) the period during which the Contractor retains ownership or possession of the property.
9. The Contractor shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom he or she delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest; and other participants of federal financial assistance under such program will comply with all requirements imposed by or pursuant to the Act, the Regulations, and this assurance.

10. The Contractor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the Contractor by the Department of Transportation under the federal-aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest, and other participants in the federal-aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor.

Attachments:
Appendices A and E

APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes Contractors) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of

materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § § 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT IDENTIFICATION NO. AC0050
ATTACHMENT C4
DRUG FREE WORKPLACE**

1. The Contractor, _____, certifies that (s)he will continue to provide a drug free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug free workplace;
 - iii. Any available drug counseling, rehabilitation and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee that will be engaged in the performance of the project be given a copy of the statement required by paragraph a;
 - d. As a condition of employment under the project, the employee will;
 - i. Abide by the terms of the statement, and;
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the Department and the Federal Highway Administration in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal Highway Administration has designated a central point for the receipt of such notices. Notice shall include the identification numbers of each affected project.

- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted.
- g. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973; as amended, or;
- h. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- i. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT IDENTIFICATION NO. AC0050
ATTACHMENT C5
DISADVANTAGED BUSINESS ENTERPRISES POLICY STATEMENT**

1. It is the policy of the Department to ensure that Disadvantaged Business Enterprises (D.B.E.) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract. Consequently the D.B.E. requirements of 49 CFR Part 26 applies to this Contract. These provisions apply to all federal-aid projects, regardless if there is a DBE goal.
2. The Department or its Contractors which are recipients of Federal-aid funds agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and sub-contracts financed in whole or in part with federal funds provided under this Contract. In this regard, the Department and its Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.
3. The Contractor must follow the requirements outlined in the DBE Program Manual, located at https://oklahoma.gov/content/dam/ok/en/odot/civil-rights/2021_DB_E_Program_Manual.pdf.
4. Failure to carry out the requirements set forth above shall constitute a breach of Contract, and, after the notification of the Department, may result in termination of the Contract by the Department or other such remedy as the Department deems appropriate.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT IDENTIFICATION NO.AC0050
ATTACHMENT D
STATUTORY CERTIFICATION**

The undersigned hereby certifies to the following statutory requirements:

- A. Pursuant to Title 74 O.S. § 85.22, I certify:
1. I am the duly authorized agent of the contractor, for the purpose of certifying facts pertaining to the existence of collusion among and between bidders and suppliers 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 connection with the prospective acquisition;
 2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in events leading to the acquisition or submission of such bid; and
 3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
 - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
 - 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. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.
- B. I certify pursuant to 74 OS §85.22, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.
- C. I certify pursuant to Title 74 O.S. § 85.42, that no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma shall be employed to fulfill any of the services provided under this contract.
- D. That, to the best of my knowledge and belief, the contractor has not previously entered into a contract with the Oklahoma Department of Transportation or any

other agency of the State of Oklahoma which could result in a substantial duplication of the services required by this contract.

- E. That the contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(8)(1), to verify the work eligibility status of all new employees of the contractor.
- F. In full compliance with Title 74 O.S. § 582, the contractor certifies that the contractor is not currently engaged in a boycott of goods or services from Israel.

Certified by the contractor's authorized representative,

CERTIFIER

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT IDENTIFICATION NO. AC0050
ATTACHMENT E
FINAL INVOICE CERTIFICATION**

I certify that all services documented by this invoice and for which payment is claimed were billed to the Department for work actually completed by Contractor's staff members. I further certify that all sub-consultants, sub-contractors and others who provided labor, equipment or supplies have been fully paid.

I understand that if the project which is subject of this Contract is financed in whole or in part by federally furnished funds, that if I, the company that I represent, or any employee or agent thereof, knowingly make any false statement, representation, report, or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality of work performed or to be performed, or make any false statement or representation as a material fact in any statement, certificate, or report, I and the company that I represent may be subject to prosecution under the provisions of 18 U.S.C. Section 1001 and 1020.

Task Order Number: _____

Signature

Printed Name

Position

Firm Name

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
PERSONAL SERVICES CONTRACT IDENTIFICATION NO.
EXHIBIT B
EVALUATION STANDARDS**

Compliance with Contract Scope of Services and R/W Policy and Procedures				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	Exceeds expectations and time frame for completing contract objectives; documentation was complete and correct with minimal error.	Completed work assignment with little to no instruction; knowledgeable in ODOT policy and procedures; complied with established instructions, specifications, policy, procedures, and in accordance with all applicable Federal and State laws; documentation is adequately prepared and submitted in a timely manner.	Frequently requires detailed instruction relating ODOT policy and procedures; some assignments are delayed; documentation is frequently incomplete or incorrect.	Continuously requires detailed instruction to complete work; unnecessary delays in completing assignments; fails to follow policy and procedures; has repeated errors in documentation.
Timeliness of Services(s) Provided				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	Project completed and all work turned in before target dates, allowing for the R/W process to be advanced.	All work completed and turned in by target dates. Target dates requiring adjustments due to factors that should have been controlled by the Service Provider.	Work not completed and turned in by target dates due to factors that should have been controlled by the Service Provider. Additional time extensions were requested after target date for completion.	Work not completed and turned in by target dates due to factors that should have been controlled by the Service Provider. Additional time extensions not requested or Service Provider had to be prompted to request an extension.
Problems, Revisions, and Corrections				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	Weighs all relevant facts with exceptional care. Consistently finds the optimum solution to problems. Problems are routinely solved in a timely manner.	Able to make decisions and solve problems. Knows parameters in which a decision can be made. Takes all facts into consideration while using good judgment. Accepts responsibility for decisions made in area of authority.	Generally awaits guidance and direction regarding problems. Corrections are not made in a timely manner. Cooperation and communication is limited.	Exhibits a lack of confidence. Ineffective with routine problem solving and decision making causing confusion, loss of efficiency and possible project delays.

Cooperation with R/W Personnel and Public				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	Positively represents ODOT. Consistently gives clear, concise instructions. Inquiries are handled with exceptional care. Responses are immediate. Problems along with suggestions for improvements are brought to ODOT's attention. Maintains required confidentiality.	Demonstrates ability to communicate both verbally and in writing with ODOT, business contacts and the public. Gives clear concise instructions and responses. Inquiries are handled promptly and courteously. Maintains required confidentiality.	Communication skills are limited. Slow to respond to requests for assistance or information. Required confidentiality is occasionally violated.	Contact with ODOT or public is often rude or abrupt. Unresponsive to requests for assistance or information. Does not respond to inquiries in a timely manner. Required confidentiality is frequently violated.
Status Reports (timely, detailed, supported)				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	Reports are always submitted on time with updated accurate information; contain detailed information of work completed and work to be done; include detailed explanation of complications and solution.	Reports are generally submitted on time with little to no errors; contain detailed information of work completed and work to be done; include detailed explanation of complications and solutions.	Reports are sometimes submitted late; lack enough detail for facilitator to determine the status; contain frequent errors; failed to use the standard form.	Reports are generally delivered late; contained little to no detail; contained many errors.
Documentation, Proposals and Claims Submitted (timely, supported)				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	Documents, Proposal, and Claims are submitted with little to no errors. Documents and Claims are submitted in a manner which advances the project schedule.	Documents, Proposals, and Claims are submitted with few errors. Documents and Claims are submitted in a manner allowing appropriate processing time to avoid delays in project schedule. Contract close out documents are submitted promptly and completely.	Documents, Proposals, and Claims are submitted with frequent errors. Documents and Claims are not submitted in a manner which assures appropriate processing time to avoid delays in project schedule.	Documents, Proposals, and Claims are submitted with numerous errors. Untimely submission causes delays in project schedule.

Identified Priorities Achieved				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	Identified priorities were completed ahead of schedule.	Identified priorities were completed on schedule.	Identified Priorities were rarely completed on schedule.	Identified priorities were not completed on schedule.
Project Manager (knowledge, availability)				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	Project Manager is routinely available to ODOT and assigned service provider staff. Has full knowledge of the project and procedures allowing for innovative processes to expedite project or reduce costs.	Project Manager is regularly available to ODOT and assigned service provider staff. Has a working knowledge of the project and procedures allowing for anticipation and resolution of problems without ODOT direction.	Project Manager availability is sporadic or inconsistent. Has insufficient knowledge of the project or procedures to address problems without ODOT assistance. Fails to meet some target dates. Poor management results in project delays or increased project costs.	Not available to ODOT and assigned service provider staff. Does not have a working knowledge of project or procedures. Unable or unwilling to resolve problems. Lacks knowledge of all R/W functions and their interrelationship. Does not meet target dates which results in project delays.
ODOT Oversight				
	Exceeds Standards	Meets Standards	Needs Improvement	Does Not Meet Standards
	ODOT provided a minimal amount of administrative direction related to the service tasks.	ODOT had to provide more than a minimal amount (but still reasonable) administrative direction related to the service tasks.	ODOT had to provide an unreasonable amount of administrative direction related to the service tasks.	ODOT had to provide extensive administrative direction related to the service tasks.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
PERSONAL SERVICES CONTRACT IDENTIFICATION NO.
EXHIBIT C1
US DOT CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The Prospective Participant, Error! Reference source not found., (Contractor), certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report lobbying", in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
PERSONAL SERVICES CONTRACT IDENTIFICATION NO.
EXHIBIT C2
US DOT CERTIFICATION OF ELIGIBILITY**

The Prospective Participant, Error! Reference source not found., (Contractor), certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, states:

- a) That he or she is the Prospective Participant or fully authorized agent of the Prospective Participant in this project which involves federal funding, and has full knowledge and authority to make this certification.

- b) That, except as noted below, _____
(Prospective Participant)
or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or accountant, project superintendent, or any person in a position involving the administration of federal funds:
 - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
 - b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; and
 - c. does not have a proposed debarment pending; and
 - d. has not had any public transaction (federal, state, or local) terminated within the preceding three (3) years for cause or default; and
 - e. has not been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years, except:

(IF NONE, SO STATE BY ENTERING THE WORD NONE). For any exception noted, indicate on the reverse side of this page to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
PERSONAL SERVICES CONTRACT IDENTIFICATION NO.
EXHIBIT C3
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
ASSURANCES**

Error! Reference source not found. (hereinafter referred to as the Contractor) HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives to the end that, in accordance with the Act, regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration; and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Subsection 21.7(a) (1) of the Regulations, a copy of which is attached.

More specifically and without limiting the above general assurance, the Contractor hereby gives the following specific assurances with respect to its Federal-aid Highway Program:

1. That the Contractor agrees that each “program” and each “facility,” as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a “program”) conducted or will be (with regard to a “facility”) operated in compliance with all requirements imposed by or pursuant to the Regulations.
2. That the Contractor shall insert the following notification in all solicitations for bids for work or materials subject to the regulations made in connection with the Federal-aid Highway Program and, in adapted form, in all proposals for negotiated agreements:

Error! Reference source not found. in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color or national origin in consideration for an award.

3. That the Contractor shall insert the clauses of Appendix A and E of this assurance in every contract subject to the Act and the Regulations.
4. That the clauses of Appendix B of this assurance shall be included, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Contractor receives federal financial assistance to construct a facility or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Contractor receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Contractor shall include the appropriate clauses set forth in Appendix C and Appendix D of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Contractor with other parties (a) for the subsequent transfer of real property acquired or improved under the Federal-aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal-aid Highway Program.
8. That this assurance obligates the Contractor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein, or structures or improvements thereon; in which case the assurance obligates the Contractor or any transferee for the longer of the following periods: (a) the period during which the property used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; of (b) the period during which the Contractor retains ownership or possession of the property.
9. The Contractor shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom he or she delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest; and other participants of federal financial assistance under such program will comply with all requirements imposed by or pursuant to the Act, the Regulations, and this assurance.

10. The Contractor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the Contractor by the Department of Transportation under the federal-aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest, and other participants in the federal-aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor.

Attachments:
Appendices A and E

APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes Contractors) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the contractor complies; and/or

b. cancelling, terminating, or suspending a contract, in whole or in part.

- 6. Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § § 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
PERSONAL SERVICES CONTRACT IDENTIFICATION NO.
EXHIBIT C4
DRUG FREE WORKPLACE**

1. The Contractor, Error! Reference source not found., certifies that (s)he will continue to provide a drug free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug free workplace;
 - iii. Any available drug counseling, rehabilitation and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee that will be engaged in the performance of the project be given a copy of the statement required by paragraph a;
 - d. As a condition of employment under the project, the employee will;
 - i. Abide by the terms of the statement, and;
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the Department and the Federal Highway Administration in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal Highway Administration has designated a central point for the receipt of such notices. Notice shall include the identification numbers of each affected project.

- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted.
- g. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973; as amended, or;
- h. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- i. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
PERSONAL SERVICES CONTRACT IDENTIFICATION NO.
EXHIBIT C5
DISADVANTAGED BUSINESS ENTERPRISES POLICY STATEMENT**

1. It is the policy of the Department to ensure that Disadvantaged Business Enterprises (D.B.E.) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract. Consequently the D.B.E. requirements of 49 CFR Part 26 applies to this Contract. These provisions apply to all federal-aid projects, regardless if there is a DBE goal.
2. The Department or its Contractors which are recipients of Federal-aid funds agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and sub-contracts financed in whole or in part with federal funds provided under this Contract. In this regard, the Department and its Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.
3. The Contractor must follow the requirements outlined in the DBE Program Manual, located at https://oklahoma.gov/content/dam/ok/en/odot/civil-rights/2021_DB_E_Program_Manual.pdf.
4. Failure to carry out the requirements set forth above shall constitute a breach of Contract, and, after the notification of the Department, may result in termination of the Contract by the Department or other such remedy as the Department deems appropriate.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
PERSONAL SERVICES CONTRACT IDENTIFICATION NO.
EXHIBIT D
STATUTORY CERTIFICATION**

The undersigned hereby certifies to the following statutory requirements:

- A. Pursuant to Title 74 O.S. § 85.22, I certify:
1. I am the duly authorized agent of the contractor, for the purpose of certifying facts pertaining to the existence of collusion among and between bidders and suppliers 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 connection with the prospective acquisition;
 2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in events leading to the acquisition or submission of such bid; and
 3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
 - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
 - 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. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.
- B. I certify pursuant to 74 OS §85.22, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.
- C. I certify pursuant to Title 74 O.S. § 85.42, that no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma shall be employed to fulfill any of the services provided under this contract.

- D. That, to the best of my knowledge and belief, the contractor has not previously entered into a contract with the Oklahoma Department of Transportation or any other agency of the State of Oklahoma which could result in a substantial duplication of the services required by this contract.
- E. That the contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the contractor.
- F. In full compliance with Title 74 O.S. § 582, the contractor certifies that the contractor is not currently engaged in a boycott of goods or services from Israel.

Certified by the contractor's authorized representative,

CERTIFIER

Date

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
PERSONAL SERVICES CONTRACT IDENTIFICATION NO.
EXHIBIT E
FINAL INVOICE CERTIFICATION**

I certify that all services documented by this invoice and for which payment is claimed were billed to the Department for work actually completed by Contractor's staff members. I further certify that all sub-consultants, sub-contractors and others who provided labor, equipment or supplies have been fully paid.

I understand that if the project which is subject of this Contract is financed in whole or in part by federally furnished funds, that if I, the company that I represent, or any employee or agent thereof, knowingly make any false statement, representation, report, or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality of work performed or to be performed, or make any false statement or representation as a material fact in any statement, certificate, or report, I and the company that I represent may be subject to prosecution under the provisions of 18 U.S.C. Section 1001 and 1020.

CI- _____

Task Order Number: _____

Signature

Printed Name

Position

Firm Name



OKLAHOMA
Transportation

