



**Solicitation Cover Page**  
For Minor Projects under Statutory Amount

Oklahoma Department of Wildlife Conservation - Administration - Accounting

**DATE OF SOLICITATION** made as of the 2nd day of April in the year 2025.

**Solicitation Information:**

Solicitation Number: **011S**

Project Name: Services: 8ft x 26ft Courtesy Dock,  
Gangway, and Installation at Jap Beaver  
Lake  
Address: 18795 State Hwy 49  
City ZIP: Lawton, OK 73507

Bids Due: **Tuesday, April 29th, 2025 at 3:00 PM.**

**Using Agency Information:**

Using Agency Name: **Oklahoma Department of Wildlife**  
**Conservation**  
Point of Contact: **Susan Mecham**  
Mailing Address: **PO Box 53465**  
City, ST Zip: **Oklahoma City, Oklahoma 73152**  
Delivery Address: **1801 North Lincoln Boulevard**  
City, ST Zip: **Oklahoma City, Oklahoma 73105**  
Phone: **405-522-6137**  
Email: **susan.mecham@odwc.ok.gov**

The **Oklahoma Department of Wildlife Conservation** is inviting written bids for all Project Management, Superintendence, labor, machinery, equipment, tools, materials, supplies and appurtenances described by this solicitation.

Method of Responding to this Solicitation: Bids will be accepted by mail, email or hand delivered to the Using Agency Contact specified above.

The requirements of the proposed contract for construction are described within this Solicitation, and the Solicitation will become a part of any resultant Contract. Bidder will perform work in compliance with all applicable codes, standards, ordinances and laws. The issuance of this Solicitation does not guarantee that the State of Oklahoma will enter into an agreement, and the State reserves the right to reject any and all bids.

In preparing a bid, please review the attached documents and comply with instructions given:

- Bid Form: Sign, date and return Bid Form provided in Solicitation Package.
- Scope of Work (SOW): Description, Requirements and Agreement of the Work Needed to Complete the Project.
- Registered as a Supplier to do Business with the State of Oklahoma. [Supplier Portal \(oklahoma.gov\)](https://oklahoma.gov/supplier-portal)
- Supplier Insurance: General Liability Insurance and Workers Compensation or Exemption.
- Comply with the Federal Purchasing Requirement "Build America Buy America" (BABA) when applicable.

If the Bidder has any questions about this Solicitation, please contact the Using Agency Contact listed above.

This Solicitation and any resulting Contract for Construction is in accordance with 61 O.S. §101- 138, and specifically 61 O.S. §103(B) regarding projects under the statutory amount mandated therein. Any resultant contract will be awarded by the State of Oklahoma, Office of Management and Enterprise Services, Division of Capital Assets Management, Department of Real Estate Services, Construction and Properties (Owner Agent for State).



Oklahoma Department of Wildlife Conservation

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- Supplier Insurance: General Liability Insurance and Workers Compensation or Exemption.
- Comply with the Federal Purchasing Requirement "Build America Buy America" (BABA) when applicable.

**To: Oklahoma Department of Wildlife Conservation**

Accounting Department  
1801 N. Lincoln Blvd.  
Oklahoma City, OK 73105  
ATTN: Susan Mecham  
RE: Solicitation Number: **011S**

**From:**

(Firm Name)

(Address)

(City/State/Zip)

(Telephone No.)

(EIN/TIN No.)

(Email Address)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
(List Addendum Number(s) received above)

**ARTICLE 1: General.**

**1.1** The undersigned, being familiar with the local conditions affecting the cost of the work, with the Solicitation for Bids and in accordance with the provisions thereof, hereby proposes to furnish all labor, materials and equipment necessary for the sums listed herein.

**1.2** In submitting the bid, it is understood that the right is reserved by the State of Oklahoma to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days after the date bids are due. Work is to start within ten (10) days after receipt of Notice to Proceed.

**1.3** If awarded the project:

(Indicate applicable response and fill in days below)

☐ We propose to complete this work within \_\_\_\_\_ calendar days from the date of receipt of the Notice to Proceed.

**ARTICLE 2: Compliance.**

**2.1 The Bidder certifies that:**

**2.1.1** they are an Equal Employment Opportunity Employer and that they do not discriminate in any of their business or employment practices;

**2.1.2** they, and all sub-contractors and suppliers performing work on the Project, will comply with the provisions of the Oklahoma Taxpayer and Citizen Protection Act of 2007 and participate in the Status Verification System. The Status Verification System is defined in the Oklahoma Statutes, Title 25 §1312;

**2.1.3** they will comply with the laws relating to public construction in the Oklahoma Statutes (Title 61) and the Oklahoma Administrative Code (Section 260, Chapter 65); and

**2.1.4** they will comply with all State of Oklahoma Governor's Executive Orders, including those relating to the prohibited use of any and all tobacco product on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

### **ARTICLE 3: Bid Proposal:**

Fill out the requested rates and apply that rate to the estimated quantities to establish a comparative basis for contract award. The quantities are estimates only and may not reflect actual contract usage. The State will only assign work based upon need and makes no warranty or guarantee as to any minimum amount that may be authorized under the contract.

<u>Category</u>	<u>Rate</u>	<u>Subtotal Amount (Rate x Est. Qty.)</u>
8ft x 26ft Courtesy Dock, Gangway, and Installation at Jap Beaver Lake.	Per Total Cost	\$

Total estimate of contract cost and basis of award:\$

*(Insert amount using numbers)*

### **ARTICLE 4: Statements.**

**4.1 Non-collusion Statement.** For the purposes of a competitive bid for a public construction contract, the undersigned, being first duly sworn, certifies that

**4.1.1** I am the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, 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 the bid to which this statement is attached;

**4.1.2** 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

**4.1.3** 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.

**4.2** 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 the contract to which this statement is attached

### **4.3 Business Relationship Statement.**

**4.3.1** I further certify that the nature of any partnership, joint venture or other business relationships presently in effect or which existed within one (1) year prior to the date of this statement with the Architect, Engineer, or other party of the project is:

*(If none, so state; use additional sheet if necessary.)*

**4.3.2** That any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is:

*(If none, so state; use additional sheet if necessary.)*

**4.3.3** And that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are:

*(If none of the business relationships herein above mentioned exist, then a statement to that effect. Use additional sheet if necessary.)*

### **BIDDER:**

If awarded a contract, the bidder affirms that the work will be carried out in conformance with the contract requirements and that all invoices submitted for payment will reflect a true and accurate accounting of the work completed.

I solemnly swear or affirm, under penalty of perjury, that the foregoing is true and correct.

\_\_\_\_\_  
*(Bidder Signature)*

\_\_\_\_\_  
*(Bidder Printed Name)*

\_\_\_\_\_  
*(Bidder Printed Title)*

\_\_\_\_\_  
*(Date)*

## 8ft x 26ft Courtesy Dock Bid Sheet

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### Design Overview

The dock system will consist of a 40-foot x 4-foot gangway and an 8-foot x 26-foot courtesy dock with four (4) telescoping pencil anchors.

As required by Section 70914 of the infrastructure Investment and Jobs Act (BABA - Buy America Build America Act. Pub. L. 117-58) the successful Contractor must sign and return Attachment A with their bid certifying that they are compliant with all Buy America Requirements.

### Design Specifications

#### Vertical Loads

- Dead loads shall consist of the entire weight of the floating structure, including railings, gangways, anchor sleeves, rub rails, and other accessories and appurtenances.
- The deck surface and structural frame live load shall be equal to 50 PSF applied to the full surface area of the deck.
- Substructure designed to support full live load across a 30-foot span, calculated to the maximum wave, crest to crest, on most inland lakes.
- Gangways and ramps shall be designed to support 50 PSF live load and full deck load. Handrails shall be designed for a 200-pound load applied in any direction and at any point along the length of the handrail.
- Flotation for boat docks shall be designed to support the dead load plus 30 PSF live load applied to the deck area.

#### Horizontal Loads

- A uniform horizontal wind loading from any direction shall be calculated in accordance with ASCE 7-05 for exposure category "D" on all project

surfaces, assuming 100% boat occupancy. Boat profile heights shall be determined from ASCE Report No. 50, current edition.

- A horizontal load due to impact on the boat dock shall be the result of the largest boat normally using the lake striking the end of the finger 10 degrees ( $10^\circ$ ) off the center line of the boat dock. For purposes of calculation, the weight of the craft shall be 12 times the length squared ( $12L^2$ ). For analysis of impact, craft speed shall be considered moving at a speed of 3 FPS.

### **Torsional Resistance**

- The system shall be designed to resist torsional forces to the extent that there shall be no more than three (3) inches of freeboard variation per 100-foot length as measured in any direction and under any combination of specified vertical and horizontal load conditions except wave action loads.
- The floating structures shall be designed to resist a 400-pound vertical point load at any point on the dock without violation of the freeboard torsion design requirement.

### **Steel Frames**

- Box truss steel frames shall be all-welded trusses, with main structural side chords and ends fabricated from 2" x 2" x  $\frac{3}{16}$ " angle, all other angles to be 1  $\frac{1}{2}$ " x 1  $\frac{1}{2}$ " x  $\frac{3}{16}$ ", and rounds of sufficient size and strength to withstand design stresses.
- The alternate design is high tensile steel welded trusses of a minimum of ten (10) inches x 10 gauge formed channel steel, with a center beam W10" x 12#, of sufficient strength to withstand design stresses. Frame cross members shall be spaced on a minimum of two (2) foot centers.
- Steel components in structural frames shall be notched and fitted prior to welding. Overlapping in corners will not be permitted. All notched

connections shall be welded both on the inside and outside, and the outside welds shall be ground smooth prior to galvanizing.

- All bolt holes shall be standard-sized round holes to fit standard bolts. Holes may be reamed to remove excess galvanizing and shall be indicated clearly on plans, and must be treated with an approved cold-galvanizing spray.
- All steel frames shall be hot-dipped galvanized after fabrication in accordance with ASTM 123. Field welds shall be limited and shall be indicated clearly on plans, and must be treated with an approved cold-galvanizing spray.
- If necessary, the steel frames shall be designed for field connection with Grade 5 (ASTM-A325) galvanized bolts. The bolt diameter shall be ½" minimum. Connections shall be designed so that units may be disconnected and moved.
- All structural steel, except flotation protection, anchorage, and pencils shall be above the operating water level.

## **Flotation**

- Flotation units shall be of seamless, one-piece polyethylene rotational molded structure with a nominal thickness of 0.125 inches. The shell shall have a minimum guaranteed life expectancy of ten (10) years against defects, cracking, peeling, sloughing, and deterioration from ultraviolet rays, and shall be impervious to petrochemicals and shall be of fire-resistant construction, while retaining its resiliency against ice and impacts by watercraft.
- The polyethylene flotation containers shall be completely filled with modified polystyrene expanded in place (0.9 lb/cf density). Water absorption shall not exceed five (5) percent by volume. Flotation units shall be designed to maintain their desired buoyancy and dock freeboard even if structurally damaged (i.e., broken in half).

- Flotation units shall be firmly secured to the bottom frame with a minimum of six (6) galvanized bolts (minimum of ½" diameter), such that the entire floating dock acts as a unit (i.e., one unit does not deflect without adjacent units deflection).
- Substructure on docks and gangways shall be designed to prevent grounding of floats during low water elevations or lake drawdowns. This substructure shall be galvanized and of sufficient strength to support the dock during dry periods.

### **Dock Decking, Handrails, Fenders, and Bumpers**

- Fendering materials of gangways and dock surfaces shall be constructed of 2" x 6" or 2" x 8" (nominal) wood polymer composite produced from 100% recycled materials with a 10-year warranty. Fendering shall be attached with 5/16" x 2 ¼" flat head, Type F, self-tapping screws coated with 0.005 zinc-yellow dichromate and three coats of magni 599, recessed minimum of 3/8".
- Fenders shall be without gaps and extend from the deck to no less than 8 inches above the water surface (see Diagram C below).
- A bumper of recycled plastic lumber with UV inhibitors shall be centered along the fender (2" x 8" nominal Markstarr #28144 or equal) attached with 5/16" x 2 ¼" flat head, Type F, self-tapping screws coated with 0.005 zinc-yellow dichromate and three coats of magni 599, recessed minimum of 1/2". Hollow bumpers will not be accepted.
- Column Bumpers-External vertical dock rails exposed to docking boats shall be protected with column bumpers constructed of wood polymer composite produced from 100% recycled materials with a 10-year warranty. Protection shall extend at least 40 inches vertically from the water surface, and above the dock mid-rail. Bumpers shall be attached with 5/16" x 2 ¼" flat head, Type F, self-tapping screws coated with 0.005 zinc-yellow dichromate and three coats of magni 599, recessed

minimum of 1/2". Hollow bumpers will not be accepted. Vertical column bumpers shall be flush with horizontal fenders (above).

- Galvanized 8" dock cleats shall be installed under the handrails 2 feet and 14 feet from the terminal end of the dock
- Dock handrails shall be a 2-inch diameter top rail at 42-inch height, with a mid-rail at 20 inches above the deck, and shall be located per Diagram B below.

### **Gangways**

- Between the gangway and the concrete pad shall be a 1/4" x 4' x 4' galvanized steel transitional tread plate with continuous "piano" hinge to the ramp for wheelchair access. Changes in level > 1/4" at the transitional plate shall comply with ADA standard 303.3 (beveled). A 2-inch high curb for edge protection shall border the tread plate on each side. Vertical joints from transitional plate to concrete slab and dock shall not be more than 1/4".
- Gangway decking shall be the same material and construction as the dock. The access ramp walkway will have a center support under the walkway deck material. The width of gangway decks shall be 4 feet (minimum).
- Additional flotation shall be added to the floating dock and/or gangways where needed to support the combined dock and gangway loads without producing undue distortion or changing of the floating surface level.
- Wheels or rollers shall be heavy-duty constructed of molded rubber or galvanized steel rollers and be non-seizing type due to rust or ice. Rollers should raise gangway approximately 6 inches above the notch in the connecting abutment described above (see Diagram A below).
- Gangways shall be level laterally, and designed for a vertical live load of 50 PSF.



- Connections between gangway and dock shall be designed such that units may be disconnected and moved. All connections shall safely resist loads from docked boats, wave action or wind up to #12 on the Beaufort Scale without damage or deformation of the dock system.
- Gangways shall be steel trusses with handrails, hot-dipped galvanized after fabrication. Pivot connections to the dock shall be by solid hardened steel rod no less than  $\frac{3}{4}$ " diameter, or (preferred) "fifth wheel" design, with rollers provided on the shore end. Top handrails, ADA rails, and floor edge protection at least 2" above gangway deck shall be provided on both sides.
- Gangway rollers shall be located two (2) feet from the end of a dock abutment
- All handrails shall be welded (not bolted) to the dock or gangway substructure, then hotdipped galvanized. Welding of handrails to the dock must be done prior to galvanizing of entire unit. Handrails may not be welded to the exterior of the dock.
- All handrails shall be designed for a 200-pound load applied in any direction at any point along the rail.
- Gangway handrails must be constructed with a 2-inch diameter top rail at 42-inch height, an ADA-compliant handrail, and a curb rail at least two (2) inches above the deck.
- An ADA-compliant handrail on the gangway (only) shall meet the following specifications, per ADA:
  1. The clear space between the handrail and the wall shall be 1 and  $\frac{1}{2}$  inches.
  2. Gripping surfaces shall be continuous.
  3. The top of the handrail gripping surface shall be mounted between 34 and 38 inches above the ramp surfaces.

4. Ends of handrails shall be either rounded or returned smoothly to the floor, wall, or post.
5. Handrails shall not rotate within their fittings or mountings.

### **Anchorage Systems**

Anchorage shall be for the specific location and exposure. Water level fluctuation, water depth, and substrate condition and contours shall determine the appropriate application. Anchorage shall be designed to resist the specified loads at the maximum design water level. Anchoring devices for the floating dock shall be of sufficient strength and number to restrain the forces and shall allow free movement of the dock while minimizing damage due to movement caused by boat wakes, water fluctuation, and seasonal wind and wave action. The manufacturer's contact person will also be responsible for conducting a pre-installation site visit, at least two (2) weeks in advance of installation to determine water depth, proper length of pencils, and recommend any specific site preparation alterations to ensure proper dock installation.

- **Telescopic Pencil Anchorage System**

1. The telescopic pencil anchorage system is designed to provide anchorage through fluctuating water levels up to 25 feet in elevation/depth, or the maximum design of depth of record at a specific lake.
2. Anchor frames shall be designed with 6-inch diameter pipe sleeves and structural bracing attached to the dock structure to transmit loads from the dock to the anchor. Anchor frames must be attached to the dock prior to galvanizing the entire structure, and anchor frames shall be hot-dipped galvanized after fabrication.
3. Telescoping anchor pipes shall be a minimum of 80,000-pound yield strength, one at 5" x 14' and one at 4" x 21' (minimum sizes). Anchor pipes shall be galvanized.

4. Anchor pipes shall not extend upward above the railing after installation when the water level is at normal pool elevation. Adjustments required to the anchorage system will be made by the vendor during a warranty period of two years.
5. Anchor pipe sleeves shall be placed inward of the handrail a minimum of 6 inches to avoid contact between anchor pipes and railings under any water level elevation or wave conditions.
6. Gaps between anchor sleeve and pipe openings shall not exceed  $\frac{1}{4}$ " on each side to prevent finger injury to dock users. Pipes shall slide freely during water level fluctuations and design live loads.

### **Abutment**

- A level concrete slab with dimensions of 6 feet wide x 12 feet long, set on a footing 12" wide and a minimum of 18" deep. Slab and footing shall be reinforced with #4 rebar at 16" O.C. tied each way at crossing on 2" chairs. Concrete shall be Class A, 3000 PSI poured on 6" minimum compacted fill at 95% compaction.
- A "notch" of 6" deep and four (4) feet long shall be formed from the lakeward end of the slab to accommodate the gangway. The gangway shall be centered on the abutment.

Successful vendor must furnish all labor, materials, tools, equipment, and incidentals necessary to satisfactorily manufacture and install floating boat dock on Jap Beaver Lake, complete with floating gangway, anchorage, walkway, bumpers, and other accessories as shown on the enclosed drawings. Successful bidder will have 90 days to install the boat dock from the time of the written order (or once water level is sufficient per the opinion of the ODWC).

ODWC will consider bids that do not meet some of the details of the listed specifications. Differences from the specifications must be listed and include a justification for each exception. ODWC will not consider exceptions that violate ADA/ABA standards, that threaten public safety, reduce boater

convenience, or impair the longevity of floating docks, per the opinion of the ODWC.

Contract Completion Time: Date of Award through June 30<sup>th</sup>, 2025.

All work will be done as directed by the ODWC Area Biologist.

**Contract will be awarded to one vendor only. If vendor is awarded multiple ODWC projects, they must be capable of completing each project as required by contract documents.**

Insurance: The successful bidder will be required to provide certificates of insurance for general liability, vehicles, and worker's compensation for this project general conditions immediately upon notification that they are the successful bidder. A contract will not be issued without the required proof of insurance.

There is **NO** bid bond for this project.

There will **not** be a Pre-Bid Meeting.

Basis of Contract: The determination of the Lowest Responsible Bidder will be made based on bid as Total Project Cost, along with the proposed time to complete the work. Failure to submit a complete bid, inclusive of affidavits and requested information, may disqualify the bidder. ODWC reserves the right to make any inquiries to insure that the lowest bidder is actually able to complete the work in a satisfactory manner.

The contract will be issued by the Office of Management and Enterprise Services, Construction and Properties Division (OMES/CAP). The Contractor shall not begin work until the contract is in place and written notice to proceed has been issued by OMES/CAP.

Bids are invited as stated on the solicitation cover sheet and must be returned by the date and time specified. Late bids will not be considered. All bids must be accompanied by the Affidavit, attached.

Terms and conditions: As stated in the contract.

Invoicing and Project Communication: All work-execution related communications must go through the Agency Representative. Project invoices shall be sent to the Agency Representative at the following address and attention:

Ryan Ryswyk  
Wildlife Biologist, at Jap Beaver Lake  
18795 State Hwy 49  
Lawton, OK 73507

## **EXECUTION**

Scheduling: Provide Agency Representative with proposed work schedule prior to beginning work.

Travel: Operator will not be compensated for travel to and from work sites.

Closeout: At completion of the work, conduct final inspection with Agency Representative. Complete any corrective work as directed.

For questions during the bid process direct your questions in writing to the following CPO, email: [susan.mecham@odwc.ok.gov](mailto:susan.mecham@odwc.ok.gov) by Friday, April 11, 2025 by 10:00AM, last day for questions, Central Standard Time. No questions will be taken by phone, all questions must be in writing only.

**\*\*\*End of Scope of Work\*\*\***

## OKLAHOMA DEPARTMENT OF WILDLIFE CONSERVATION (ODWC)

### SUPPLEMENT TO GENERAL CONDITIONS OF THE CONTRACT: [General Conditions of the Contract](#)

#### DOMESTIC PROCUREMENT REQUIREMENTS FOR INFRASTRUCTURE PROJECTS THAT ARE FUNDED IN WHOLE OR IN PART BY FEDERAL FUNDS UNDER BUY AMERICA BUILD AMERICA

As required by Section 70914 of the Infrastructure Investment and Jobs Act ([BUY AMERICA BUILD AMERICA ACT Pub. L. 117-58](#)) and related statutes and regulations, on or after May 14, 2022, the funds under a federal award for infrastructure projects must not be obligated unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. If any part of the project is funded by a federal award, then the entire project must meet the Buy America Build America provisions. This requirement is hereby expressly and formally incorporated into ODWC's *General Conditions of the Contract*, any contract that ODWC is party hereto and into all ODWC subawards under this program, including all contracts and purchase orders for work or products.

#### I. REQUIRED USE.

##### A. Steel and Iron Products:

All iron and steel used in the project must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, must have occurred in the United States. This includes the processes of epoxy coating, galvanizing, painting, or applying any other coating that protects or enhances the value of the coated material and that are permanently incorporated into the completed project. The Contractor shall provide certification that the steel/iron is domestically produced.

##### B. Manufactured Projects:

All manufactured products used in the projects must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The Contractor shall provide certification that the construction materials defined under BABA are domestically produced.

##### C. Construction Materials:

All construction materials used in the project must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. This includes the components of the manufactured product, which must also be mined, produced, or manufactured in the United States.

#### II. BIDDER/OFFEROR AND CONTRACTOR OBLIGATIONS.

##### A. Required Certifications:

At the outset, the Bidder or Offeror must submit a certification of assurance of compliance with BABA, attached hereto as Exhibit A. After work is completed on the project, the Contractor must

submit an additional certification to ODWC with the following information, also reflected in Exhibit B:

*"I hereby certify that all construction materials furnished to the Oklahoma Department of Wildlife Conservation for the construction of the above referenced project that are required to be compliant with the Build America Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 15, 2021). I further certify that all supporting documentation is on file and will be maintained for a period of five (5) years after project completion."*

**B. Assumption of Risk:**

The Contractor assumes the risk of including any foreign materials that are not exempt from this requirement, including iron or steel. ODWC may request to review the Contractor's supporting documentation to verify compliance with BABA at any time. The Contractor shall provide the supporting documentation within five (5) business days of the request. The burden of proof to meet the BABA provisions rests on the Contractor. If the supporting documentation does not undeniably demonstrate to ODWC that the iron or steel, manufactured products, or construction materials identified in the Certificates of Compliance were produced in the United States of America, then such iron, steel, manufactured products or construction materials may be considered unacceptable and must be replaced by the Contractor at no cost to ODWC. The Contractor shall not anticipate that any BABA preference provisions will be waived.

**C. Removal Due to Non-Compliance:**

The Contractor has the obligation to remove and replace non-BABA compliant material unless a waiver is granted for the use. No claims for contract adjustment (additional time, money, or both) will be made because of the non-compliant material. The Contractor shall provide certification that all materials defined under BABA are domestically produced.

More information on BABA requirements may be found here: [BABA - Federal Financial Assistance](#).

More information on BABA requirements for projects funded directly under the DOI may be found here: [USFWS Award Terms and Conditions May 14, 2022](#) and ["Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#).



Attachment A

**BUY AMERICA BUILD AMERICA CERTIFICATION**

Procurement of Steel, Iron, or Manufactured Products, and Construction Materials

*Instructions: BIDDER or OFFEROR shall complete the Buy America Certification below. BIDDER or OFFEROR shall certify that it will either comply or that it cannot comply with requirements (only sign one, not both). This Certification MUST BE submitted with the Bidder's or Offeror's response.*

.....

PROJECT: \_\_\_\_\_

**Certificate of Compliance with Buy America Requirements**

The BIDDER or OFFEROR certifies that it will comply with the requirements of ODWC's Supplement to General Conditions of the Contract, Public Law 117-58 and related statutes and regulations:

Date\_\_\_\_\_

Signature\_\_\_\_\_

Company\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

.....

**Certificate of Non-Compliance with Buy America Requirements**

The BIDDER or OFFEROR certifies that it cannot comply with the requirements ODWC's Supplement to General Conditions of the Contract, Public Law 117-58 and related statutes and regulations:

Date\_\_\_\_\_

Signature\_\_\_\_\_

Company\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_



Attachment B

**BUY AMERICA BUILD AMERICA CERTIFICATION**

Procurement of Steel, Iron, or Manufactured Products, and Construction Materials

***Instructions: CONTRACTOR shall complete the Buy America Certification below.***

.....

**PROJECT:** \_\_\_\_\_

I hereby certify that all construction materials furnished to the Oklahoma Department of Wildlife Conservation for the construction of the above referenced project that are required to be compliant with the Buy America Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 15, 2021). I further certify that all supporting documentation is on file and will be maintained for a period of five (5) years after project completion.

I fully acknowledge that I have the obligation to remove and replace non-BABA compliant material unless a waiver is granted for the use. I further acknowledge that no claims for contract adjustment (additional time, money, or both) will be made because of the non-compliant material. It is my obligation to provide certification that all materials defined under BABA are domestically produced.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Oklahoma Department of Wildlife Conservation  
1801 N Lincoln Blvd.  
Oklahoma City, Oklahoma 73105

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## Statement of Exemption from Workers' Compensation Act Affidavit

Office of Management & Enterprise Services ■ Capital Assets Management ■ Department of Real Estate Services ■ Construction and Properties

Pursuant to Attorney General Opinion #07-8, the exemption from the Workers' Compensation Act provided for in 85a O.S. applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.

DATED this \_\_\_\_\_ day of [Select] \_\_\_\_\_ in the year 20\_\_\_\_.

**BETWEEN THE OWNER:**

State of Oklahoma  
OMES/CAM/DRES Construction and Properties  
P.O. Box 53448  
Oklahoma City, OK 73152-3448  
[cap@omes.ok.gov](mailto:cap@omes.ok.gov)

**PROJECT:**

\_\_\_\_\_  
(CAP Project Number)

\_\_\_\_\_  
(CAP Project Name)

\_\_\_\_\_  
(Address/Location)

**ON BEHALF OF THE USING AGENCY:**

\_\_\_\_\_  
(Using Agency Name)

**CONTRACTOR/CONSTRUCTION MGR/DESIGN-BUILDER:** Is this a d/b/a (doing business as)? ☐ Yes ☐ No

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(City, State ZIP)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Telephone Number)

**Claimed Exemption(s):**

☐ Title 85, Section 311.5

☐ Other: \_\_\_\_\_

I, the undersigned, hereby solemnly swear or affirm, under penalty of perjury, that I am exempt from the Oklahoma Workers' Compensation Act and hereby waive any claim against the State of Oklahoma, including but not limited to, the Owner and the Using Agency, and/or their agents, and I assume all responsibility for accidents, injuries or losses incurred by me or one of my employees, subcontractors or suppliers while in connection with any activity conducted with performance of the contract for construction, thereby releasing the aforesaid from any responsibility under the Workers' Compensation laws of the State of Oklahoma.

\_\_\_\_\_  
(Authorized Representative Signature)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Authorized Representative Printed Name)

\_\_\_\_\_  
(Authorized Representative Printed Title)

\_\_\_\_\_  
(EIN/TIN number)