



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

Oklahoma Department of Wildlife Conservation - Administration - Accounting

**DATE OF SOLICITATION** made as of the **24<sup>th</sup>** day of **August** in the year **2022**.

**Solicitation Information:**

Solicitation Number: **470C**

Project Name: **1,166 Aerial Spraying Cherokee WMA**  
Address: **27932 S. Burnt Cabin Rd.**  
City ZIP: **Tahlequah, Oklahoma 74464**

Bids Due: **Tuesday September 06, 2022 at 3:00 PM.**

**Using Agency Information:**

Using Agency Name: **Oklahoma Department of Wildlife Conservation**  
Point of Contact: **Cheryl Luetkemeyer**  
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: **405-521-2097**  
Email: **cheryl.luetkemeyer@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: Submit your Bid using the form provided.
- Scope of Work (SOW): Description and Requirements of the proposed construction contract.
- Vendor Payee Form: Payee Information; and
- Vendor Insurance: General Liability and Workers Compensation or Exemption.

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).



**Bid Form**  
For Minor Projects under Statutory Amount

Oklahoma Department of Wildlife Conservation - Administration - Accounting

**To: Oklahoma Department of Wildlife Conservation**

Administration - Accounting  
1801 North Lincoln Blvd  
Oklahoma City, Oklahoma 73105  
ATTN: Adriana Bustamante  
RE: Solicitation Number: **470C**

**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.

**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.  
OR

☐ We propose to complete the work in \_\_\_\_\_ calendar days.

**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:**

To furnish all necessary Project Management, Superintendence, labor, machinery, equipment, tools, materials, supplies, and appurtenances to complete all the Work upon which is within these Contract Documents. Any required overtime and similar costs to complete the Project within the above stated days, is included.

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.

Category	Rate	Estimated Quantity	Subtotal Amount (Rate x Est. Qty.)
Aerial Spraying	/per acre	1,166 acres	\$

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

(Insert amount using numbers)

Dollars

(Insert amount using words)

**ARTICLE 4: Alternate(s):**

Alternate No. 1: NA

\_\_\_\_\_ Dollars

(Insert amount using words)

\$ \_\_\_\_\_ Circle one: ADD DEDUCT  
(Insert amount using numbers)

**ARTICLE 5: Statements.**

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

**5.1.1** 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;

**5.1.2** 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

**5.1.3** 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.

**5.2** 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

**5.3 Business Relationship Statement.**

**5.3.1** 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.)

**5.3.2** 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.)

**5.3.3** 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)

# SCOPE OF WORK

## Equipment & Labor – Aerial Application

Approximately 1,166 acres on Cherokee Wildlife Management Area (WMA)  
Located in Cherokee County, Oklahoma

### 1. GENERAL REQUIREMENTS

The proposed contract is for aerial spraying of Metsulfuron-methyl: methyl or equivalent and Remedy (triclopyr) or equivalent for sericea lespedeza control. Herbicide labels must be followed. Generic herbicides are permitted.

Aerial application of 1 ounce per acre of Metsulfuron-methyl: methyl.

Aerial application of 1-3 quarts per acre of Remedy.

Minimum Equipment requirements: Helicopter application only. Capable of accurate calibration and able to provide a uniform distribution of liquid spray on vegetation.

The project will take place at various locations on Cherokee WMA. Specific locations will be determined at the time on application. Additional directions will be given to the awarded vendor, as needed.

Vendor is to provide all labor, equipment, and chemicals to complete the work as required. All work will be done as directed by the ODWC area Biologist or Technician. Project must be completed in 90 days of contract award. Project must be completed between August 15, 2022, and September 30, 2022.

Please note that this will be awarded as an indefinite quantity contract. The number of acres is an estimate only, and they may increase or decrease depending on budget, availability, scheduling, weather, etc. As such, the contract will be awarded based on the per acre rate rather than the total price.

**Contract will be awarded to one vendor. Vendor must supply all equipment listed on this contract.**

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.

Insurance: The successful bidder will be required to provide certificates of insurance for general liability, vehicles and worker compensation in the amounts specified in the contract (attached)

immediately upon notification that they are the successful bidder. A contract will not be issued without the required proof of insurance.

Basis of Contract: The determination of the Lowest Responsible Bidder will be made based on the lowest extended price (per acre rate x 1,166 acres).

Oklahoma Department of Wildlife Conservation reserves the right to make any inquiries to ensure that the lowest bidder can 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 not to proceed has been issued by OMES/CAP

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:

Brent Morgan  
27932 S Burnt Cabin Rd  
Tahlequah, OK 74464  
918-931-0432  
brent.morgan@odwc.ok.gov

## **2. 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.

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



**Agency:** OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

**DO NOT use this form for:**

- **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- **State Employees:** Use [OMES FORM Employee Vendor Request](#)
- **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency MUST first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

**AGENCY SECTION** (To be completed by state agency representative):

State agency representative should provide form to payee for completion of the vendor section shown below. Upon receipt of the completed form the agency should enter request instructions below. Please email completed and signed form to [vendor.form@omes.ok.gov](mailto:vendor.form@omes.ok.gov) or fax to 405-522-3663.

<b>Agency Name</b>				<b>Contact Name</b>		
<b>Phone #</b>		<b>Fax #</b>		<b>Email</b>		
<b>Agency Request To</b> – Please select all applicable request types						
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID _____				
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address # _____	PeopleSoft Location # _____			
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____			
<input type="checkbox"/> Other	Explain _____					
<b>Vendor 1099 Reportable Status</b>	<b>Attention Paying Agency:</b> Please check the <b>Add</b> box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the <b>Remove</b> box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:					
<input type="checkbox"/> <b>Add:</b>	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 - Other Income			
<input type="checkbox"/> <b>Remove:</b>	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds			
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney					

**VENDOR/PAYEE SECTION** (To be completed by vendor/payee)

**Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.**

<b>Payee Information:</b> Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.					
<b>Name</b>				<b>Contact Name</b>	
<b>Payee Legal Name for Business, Individual or Government Entity as filed with IRS</b>				<b>Contact Title</b>	
<b>DBA Name</b>				<b>Phone #</b>	
<b>Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name</b>				<b>Fax #</b>	
<b>Tax Identification Number (TIN) and Type:</b>			<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)		
<b>Business Address</b> -- Please provide primary business address as filed with the U.S. Internal Revenue Service					
<b>Address</b>				<b>City</b>	
<b>State</b>		<b>Zip+4</b>		<b>Remittance Email</b>	
<b>Optional Addresses</b> – Please select address type as applicable					
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing <input type="checkbox"/> Other:
<b>Address</b>				<b>City</b>	
<b>State</b>		<b>Zip+4</b>		<b>Remittance Email</b>	
<b>Financial Registration:</b> Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.					
<b>Name</b>			<b>Title</b>		<b>Email</b>

**W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES**

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

**U.S. Taxpayer Identification Number (TIN)**

Federal Employer Identification Number (FEIN) \_\_\_\_\_ If none, but applied for, date applied \_\_\_\_\_

U.S. Social Security Number (SSN) \_\_\_\_\_ If none, but applied for, date applied \_\_\_\_\_

**Entity Filing Classification:**

☐ Domestic (U.S.) Sole Proprietor or Individual ☐ Domestic (U.S.) Partnership ☐ Domestic (U.S.) Corporation Type: \_\_\_\_\_

☐ Limited Liability Company Type: \_\_\_\_\_

LLC Disregarded Entity: ☐ YES ☐ NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

☐ Domestic (U.S.) Other Explain: \_\_\_\_\_

☐ Foreign (Non-U.S.) Sole Proprietor or Individual\* ☐ Foreign (Non-U.S.) Partnership\* ☐ Foreign (Non-U.S.) Type: \_\_\_\_\_

☐ Foreign (Non-U.S.) Other\* Explain: \_\_\_\_\_

**FOREIGN VENDOR INSTRUCTIONS: \* ADDITIONAL DOCUMENTATION IS REQUIRED.**

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/fw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- **Form W-BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

**SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

\_\_\_\_\_  
Signature of Vendor Representative or Individual Payee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of individual signing form for company

\_\_\_\_\_  
Vendor/Payee (Must be the same as Payee Name from page 1)



# 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 STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> 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**

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 \_\_\_\_\_ 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)