

Oklahoma Department of Wildlife Conservation - Adminstration - Accounting

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

Solicitation Information: **Using Agency Information:** Solicitation Number: 006S--Re-Bid Oklahoma Department of Wildlife **Using Agency Name** Conservation Removal & Installation of 4 water Project Name: structures at Mountain Park Wildlife Point of Contact: Susan Mecham Management Area (WMA) Address: 18795 St. Hwy 49 Mailing Address: PO Box 53465 City ZIP: .Lawton, OK 73507 City, ST Zip: Oklahoma City, Oklahoma 73152 Delivery Address: 1801 North Lincoln Boulevard City, ST Zip: Oklahoma City, Oklahoma 73105 Phone: 405-522-6137 Bids Due: Tuesday, April 15, 2025 at 3:00 PM. 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)
- 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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	 Comply with the Federal Purchasing Requirement "Build 	d Americ	a Buy America" (BA	BA) when applicable.	
To:	Oklahoma Department of Wildlife Conservation	From:			
	Accounting Department		(Firm Name)		
	1801 N. Lincoln Blvd.				
	Oklahoma City, OK 73105				
	ATTN: Susan Mecham		(Address)		
	RE: Solicitation Number: 006S-Re-Bid	_			
			(0): (0) ((7)		
		,	(City/State/Zip)		
		,	(Telephone No.)	(EIN/TIN No.)	
			(Telephone No.)	(EIN TIN NO.)	
	(List Addendum Number(s) received above)	•			
	(List Addendam Namber(3) received above)		(Email Address)		
ΔRT	ICLE 1: General.		(Linuii Address)		
	The undersigned, being familiar with the local conditions af	fecting th	ne cost of the work w	vith the Solicitation for Bids and in accord	ance
	the provisions thereof, hereby proposes to furnish all labor	-	,		
				•	

- 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.

Category	<u>Rate</u>		Estimated Quantity	Subtotal Amount (Rate x Est. Qty.)
WMA	Bid as Total Project Cost			\$
(4 structures & drain pipes)				
American made brand or				
comparable Quality.				

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

(Insert amount using numbers)

|--|

Αl	ternate No. 1: N/A			
	(Insert amount using words)			Dollars
\$	(Insert amount using numbers)	Circle one:	ADD	DEDUC ⁻

ARTICLE 5: Statements.

- 3.1 Non-collusion Statement. For the purposes of a competitive bid for a public construction contract, the undersigned, being first duly sworn, certifies that
 - 3.1.1 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;
 - **3.1.2** 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
 - **3.1.3** 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.
- **3.2** 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

3.3 Business Relationship Statement.

3.3.1 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:

so state: use		

3.3.2 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:

3.3.3 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 Title)

SCOPE OF WORK

Services – Removal & Installation of water structures

Mountain Park WMA

Located in Kiowa County

1. GENERAL REQUIREMENTS

Work will include:

Removal of four (4) sets of old 24" diameter steel corrugated pipes, lengths from 36'-70' and four (4) old steel flashboard risers. Two (2) sets of pipes have a Waterman Canal gate attached as well as a flashboard riser. The Waterman Gate will be removed and set aside for ODWC to pick up.

Installation of 4 new water control structures (Aluminum Corrugated pipes and Aluminum Flash board riser). Elevations of old pipes and structures will be surveyed and recorded by vendor and new pipe and structures will be placed back to same location elevations. There are 4 sets of outlet pipes that are 24" diameter. Total length of pipes in each set ranges from 36'-70'. Each outlet set of pipes will have a new Aluminum flashboard riser to be attached. Flash board risers have pre-drilled holes for attaching flanged pipes and flanges for attaching treated 4"x4" post.

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.

The back filling around pipes will be placed in 4–6-inch lifts. Each lift compacted until the top of dike and blended with all slopes maintained. Each lift will be watered if necessary to achieve optimum compaction. Water may need to be hauled to ensure adequate moisture during compaction.

Each of the flash board risers will require approximately 4" of concrete poured in the bottom of the structure for ballast and attached on either sided with (2) 4"X4"x8' treated wooden post. Treated post will be augured and set approximately 4' deep and backfilled with cement. Each post will be attached to Flashboard risers with (2) ½"x5" bolt w/2 washers. The mating surfaces where the flanges and treated wood meet will be painted with Bituminous Paint before attaching with bolts.

Bid will be for complete job and should only include machinery, Concrete, treated post, hardware for attaching post and labor.

All old, removed pipes & flashboard risers will be removed by the vendor and disposed of in the best possible manner.

Vendor is to provide:

All labor, specified materials (4000 psi Concrete, Bituminous Paint, 4"x4"x8' treated post, Stainless Steel ½"x5" bolts, nuts and washers) and equipment needed to complete this project correctly, according to maps and specifications provided.

Note: It will be the vendor's responsibility to provide BABA forms for Bituminous Paint, Concrete, treated wooden post and hardware for attaching posts. 4000 psi Concrete will be BABA (Buy America Build America) compliant.

Loading/Unloading, transportation to work site of all specified materials, Aluminum Corrugated Pipe, Aluminum Flashboard Risers, and associated hardware.

Water tank for transporting water to work sites for compaction.

Provided by ODWC

All materials: (Excluding Paint, Concrete, hardware for attaching posts and treated posts)

Flashboard risers, corrugated pipes, sealant, hardware for structures will be provided by ODWC. All materials listed above are stored at Mountain Park WDU and it will be the responsibility of the Vendor to move all materials to each work site.

The location of the job site will be at the Mountain Park WDU, located on NW side of Tom Steed Lake, in Kiowa County. Rough directions are as follows: 2.8 Miles south of Roosevelt, OK on SH 183 to E1520 Rd, turn west and travel 2.4 miles, turn south on to N2210 Rd. and travel 3 miles, then turn east through gate on dike.

Additional directions to individual work sites will be provided to the awarded vendor as needed. All work will be done as directed by the ODWC area biologist.

A vendor is to provide all labor and needed equipment to complete the work as required. Project must be completed in eighty (80) days of contract award. 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.

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

<u>Insurance:</u> The successful bidder will be required to provide certificates of insurance for general liability, vehicles, and worker compensation along with bonds listed in the project manual general conditions immediately upon notification that they are the successful bidder. A contract will not be issued without the required proof of insurance.

<u>Basis of Contract</u>: The determination of the Lowest Responsible Bidder will be made based on the 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. Late bids will **not** be accepted.

The owner reserves the right to make any inquiries to ensure 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.

<u>Terms and conditions:</u> As stated in the contract.

<u>Invoicing and Project Communication:</u> 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:

Chris Robinson
Wildlife Biologist, Mountain Park WMA
18795 St. Hwy 49
Lawton, OK 73507
580-595-0347
Email – chris.robinson@odwc.ok.gov

2. EXECUTION

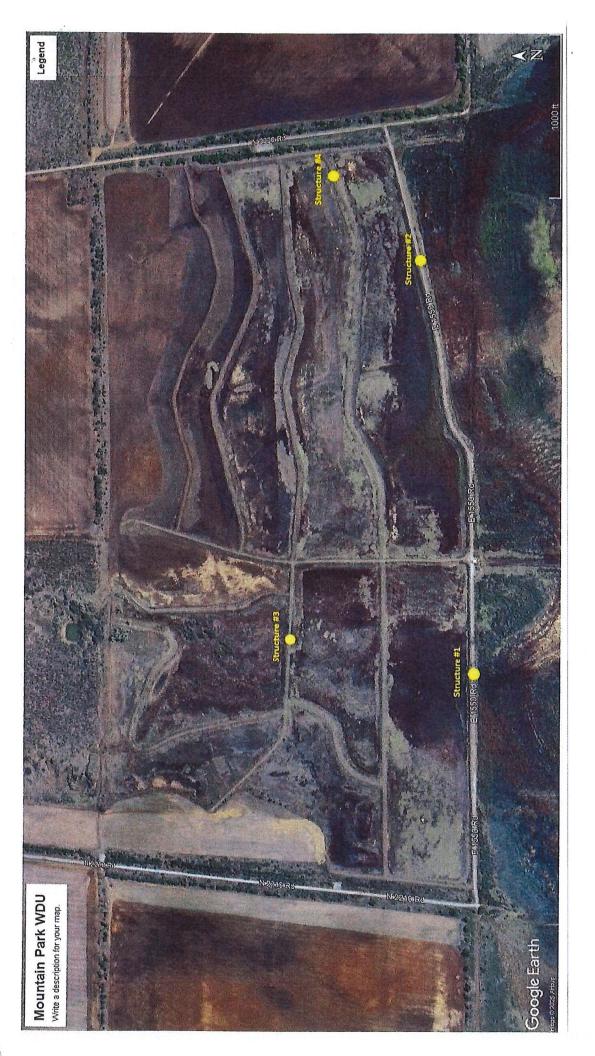
<u>Scheduling:</u> Provide Agency Representative with proposed work schedule prior to beginning work.

Travel: Operator (s) will not be compensated for travel to and from sites.

<u>Closeout:</u> 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 by Friday, April 7th, 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 (<u>BUY AMERICA BUILD AMERICA ACT Pub. L. 117-58</u>) 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. <u>If any part of the project is funded by a federal award, then the entire project must meet the Buy America Build America provisions</u>. 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. <u>After</u> 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: <u>USFWS Award Terms and Conditions May 14, 2022</u> and <u>"Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior</u>.

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								
Titlo								

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 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.
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 (additiona 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
Titla



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).

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).									ghts to the	
PRODUCER					CONTACT NAME:					
T NOBOCK					PHONE FAX					
					E-MAIL	(A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:				
					ADDRE		URER(S) AFFOR	RDING COVERAGE		NAIC#
					INSURE		OKEK(O) ALTO	A SING GOVERNOL		IVAIO #
INSU	JRED				INSURE	RB:				
					INSURE	RC:				
					INSURE					
					INSURE					
					INSURER F:					
co	VERAGES CER	TIFIC	CATE	NUMBER:	INCORL			REVISION NUMBER:		
IN C E	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY REERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT POLI	REMEI AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY ED BY	CONTRACT THE POLICIES REDUCED BY	THE INSURE OR OTHER D S DESCRIBED PAID CLAIMS	D NAMED ABOVE FOR THE OCCUMENT WITH RESPECT O HEREIN IS SUBJECT TO	TO W	/HICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY							EACH OCCURRENCE \$	<u> </u>	
	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	5	
	CLAIMS-MADE OCCUR							MED EXP (Any one person) \$	6	
								PERSONAL & ADV INJURY \$	6	
								GENERAL AGGREGATE \$		
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$		
	POLICY PRO- JECT LOC							\$		
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$		
	ANY AUTO							(Ea accident) \$ BODILY INJURY (Per person) \$		
	ALL OWNED SCHEDULED							, , ,	<u> </u>	
	AUTOS AUTOS NON-OWNED		1					PROPERTY DAMAGE	\$	
	HIRED AUTOS AUTOS							(Per accident)		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$	8	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$		
DED RETENTION\$								\$		
WORKERS COMPENSATION								WC STATU- OTH- TORY LIMITS ER		
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N								E.L. EACH ACCIDENT \$	 }	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. DISEASE - EA EMPLOYEE \$		
If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - POLICY LIMIT \$		
	DESCRIPTION OF CHARACTER SOCIETY									
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Attach .	ACORD 101, Additional Remarks	Schedule	, if more space is	required)			
	John Space (Confidence)									
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. day of [Select] in the year 20___. DATED this BETWEEN THE OWNER: PROJECT: State of Oklahoma (CAP Project Number) **OMES/CAM/DRES Construction and Properties** P.O. Box 53448 (CAP Project Name) Oklahoma City, OK 73152-3448 cap@omes.ok.gov (Address/Location) ON BEHALF OF THE USING AGENCY: (Using Agency Name) (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)