



The City of  
**OKLAHOMA CITY**  
DEPARTMENT OF FINANCE

April 10th, 2023

USA Fire Extinguisher Co LLC  
10600 South Penn  
Suite 16-111  
Oklahoma City, OK 73170

**APPROVED**  
6-20-2023

BY THE CITY COUNCIL  
*Amy K. Simpson* CITY CLERK

Dear Vendor:

The Contracting Entity and the contracting vendor have the option of renewing Contract/Pricing Agreement No. **C226004 for Fire Extinguisher, Purchase, Inspection, and Installation Services** for the term **7/1/2023 through 6/30/2024** under the same terms, conditions and provisions as originally awarded, including price(s).

Please indicate your concurrence or non-concurrence by completing the below listed information, including signature, and return to me by **April 23rd, 2023**. If the individual signing below is not the owner or an officer of the business or corporation, a letter of authorization should also be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.

**YOUR CONCURRENCE DOES NOT GUARANTEE RENEWAL.** Should the Contracting Entity decide not to renew the above contract, you will be notified in writing or electronically. **This form may be mailed, faxed, emailed, scanned, or otherwise electronically submitted for contract/pricing agreement renewal.**

If you have any questions, please contact me at (405) 297-3995, Fax (405) 297-2142 or Email: [monica.hardesty@okc.gov](mailto:monica.hardesty@okc.gov).

Thank you,

*Monica Hardesty*

Monica Hardesty, Senior Buyer  
Procurement Services

☒ **Yes, I would like to renew per the above mentioned.**  
☐ **No, I do not wish to renew.**

**[INTERNAL USE ONLY]**

☐ **The Contracting Entity chooses not to renew the above contract/pricing agreement.**

Mike D'Aoust

**PRINTED NAME**

Co-Owner

**TITLE**

*Mike D'Aoust*

**AUTHORIZED SIGNATURE**

USA Fire Extinguisher Co., LLC

**COMPANY NAME**

10600 South Penn Suite 16111

**STREET ADDRESS**

Oklahoma City, OK 73170

**CITY, STATE AND ZIP CODE**

405-226-5274

**BUSINESS TELEPHONE**

Mike@usafireco.com

**CONTACT E-MAIL**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2023

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 (405)912-5021 (405)799-0648  
Travis Hammer, Inc  
800 SW 134th St  
Oklahoma City, OK 73170-7303

CONTACT NAME: Oklahoma Farm Bureau Mutual Insurance Company  
PHONE (A/C No., Ext.): (405)912-5021 FAX (A/C No.): (405)799-0648  
E-MAIL: travis.hammer@okfb.com  
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Oklahoma Farm Bureau Mutual Ins Co 21563

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## INSURED

USA Fire Extinguisher Co, LLC  
10600 S Pennsylvania Ave Ste 16  
16-111  
Oklahoma City, Ok 73170-4257

## 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	CGL00018082-11	01/21/2023	01/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Not Included \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CAP00051727-10	03/12/2023	03/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 250,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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 on the Commercial General Liability is an Additional Named Insured  
Contract # C226004

## CERTIFICATE HOLDER

## CANCELLATION

City of Oklahoma City and its Trusts  
100 N Walker Suite 200  
Oklahoma City, OK 73102

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

Travis Hammer

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ACORD 25 (2010/05)

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# OKLAHOMA WORKERS' COMPENSATION COMMISSION

1915 N STILES AVE STE 231 · OKC, OK · 73105 · (405) 522-3222 · WCC.OK.GOV

Tulsa office · 201 Executive Center 5th Fl, 201 West 5th Street · Tulsa, Oklahoma 74103 · (918) 295-3732

## AFFIDAVIT OF EXEMPT STATUS UNDER THE ADMINISTRATIVE WORKERS' COMPENSATION ACT

**Affidavit Number:** AES2022-024775  
**Effective Date:** 06/07/2022,  
**Expiration Date:** 06/07/2024, 12:01AM  
**Filing Type:** New

THIS SPACE FOR COMMISSION USE ONLY

# FILED

06/07/2022


WORKERS' COMPENSATION  
COMMISSION

I, **MICHAEL DAVID DA'OUST**, state under penalty of perjury, as follows:

1. I, **MICHAEL DAVID DA'OUST**, in my individual capacity or operating as **USA FIRE EXTINGUISHER CO., LLC**, have read, signed and attached the Exempt Status Fact Sheet and understand the definition of "employee" and specific exceptions to that definition found in 85A O.S. §2(18). I also understand that an Independent Contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work. A Contractor may be either (i) the owner of a project or job or (ii) an Independent Contractor in any tier who has subcontracted with a subcontractor.
2. I understand that based upon the representations in this Affidavit of Exempt Status ("Affidavit"), I am requesting that the recipient of this Affidavit consider my business to either (i) be exempt from the definition of "employee" or (ii) be that of an independent contractor, and that no workers' compensation insurance premium be charged for the services performed by my business. I do not want workers' compensation insurance and understand that I am not eligible for workers' compensation on benefits.
3. In the event changed circumstances make securing compensation pursuant to the requirements of the Administrative Workers' Compensation Act necessary, I will execute and file a Cancellation of Affidavit of Exempt Status with the Workers' Compensation Commission. I will obtain workers' compensation and employers' liability insurance for my employees if I have employees, unless they are otherwise exempt from the requirements of the Administrative Workers' Compensation Act.
4. The information I have provided is not the result of force, threats, coercion, compulsion or duress.
5. I understand that the execution of this Affidavit, if I am an independent contractor, shall establish a conclusive presumption that I am not an employee for purposes of the Administrative Workers' Compensation Act.
6. I understand that the execution of this Affidavit shall not affect the rights or coverage of any employee of the individual or business executing this Affidavit.
7. I understand if any contractor or its insurer shall become liable under the Administrative Workers' Compensation Act for the payment of compensation due to a compensable work related injury of my employee(s), the contractor or its insurer may recover from me the amount of such compensation paid or for which liability is incurred.
8. I understand that knowingly providing false information on an executed Affidavit of Exempt Status shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00).

### Affiant Signature

I declare under PENALTY OF PERJURY that I have examined all statements contained herein, and to the best of my knowledge and belief, they are true, correct and complete.

Affiant Name: <b>MICHAEL DAVID DA'OUST</b>	Title: <b>OWNER</b>
Business Name: <b>USA FIRE EXTINGUISHER CO., LLC</b>	FEIN: <b>81-4955506</b>
Email: <b>Mike@usafireco.com</b>	
Affiant Signature: 	Date: <b>06/07/2022</b>

Any person who commits workers' compensation fraud, upon conviction, shall be guilty of a felony punishable by imprisonment, a fine or both.

## EXEMPT STATUS FACT SHEET

Pursuant to 85A O.S., §36, any individual or business entity that is not required to secure compensation under the requirements of the Administrative Workers' Compensation Act (AWCA) may execute an Affidavit of Exempt Status. **Those who are unsure as to whether they may lawfully submit an Affidavit of Exempt Status should seek competent legal advice.**

**Employee:** 85A O.S., §2(18): The definition of "employee" includes any person, including minors, in the service of an employer under any contract of hire or apprenticeship, written or oral, expressed or implied. It excludes those whose employment is casual and not in the course of the trade, business, profession, or occupation of his or her employer. Additional, specific exceptions may be found in 85A O.S. §2(18)(b).

**Independent Contractor:** The AWCA does not define "independent contractor." Oklahoma law considers an independent contractor to be one who engages to perform certain services for another, according to his or her own manner and method, free from control and direction of his or her contractor in all matters connected with the performance of the service, except as to the result or product of the work. Independent Contractors are not "employees" for purposes of the AWCA.

Below are statements to help you decide if you are an independent contractor. **No one statement is controlling, and your status is based on all the facts in your situation.**

1. The nature of the contract between you and the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Are you a corporation or limited liability company? Do you maintain commercial general liability insurance or other business insurance?
2. The contractor exercises very little control over your work. For example: By the agreement, can the contractor exercise control on the details of the work or your independence? Do you exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work hours?
3. You are engaged in a distinct occupation or business for others. For example: Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?
4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor. For example: Does the Contractor supervise your work?
5. Your occupation requires special skills, license, education or training.
6. The contractor does not supply the things needed to perform your job such as the tools and the place of work. For example: Do you supply any of the materials or tools for the work? Do you operate a vehicle owned by the contractor? Do you perform the work at your business or the contractor's business location or jobsite? Do you wear a uniform supplied by the contractor?
7. The length and duration of the job does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the contractor regularly?
8. You are paid as a separate contractor, not as an employee. For example: Do you invoice the Contractor for your services? Are you paid by the job? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor? Does the Contractor pay your expenses?
9. Your work is not the regular business of the employer. For example: Is your work customarily done in the Contractor's line of business or as part of the Contractor's daily work? Have you ever been an employee of the Contractor? Do you work with other people hired by the Contractor on the work you perform?
10. You do not consider yourself an employee of the contractor. For example: Will the Contractor withhold taxes or monies from your payment? Have you ever been an employee of the Contractor? Have you or your employees ever filed an insurance claim against the Contractor?
11. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?



**It is a crime to falsify the information on this form**