

MUSKOGEE

County, Oklahoma

COUNTY PURCHASING OFFICE

400 W BROADWAY, SUITE 110

MUSKOGEE, OKLAHOMA 74401

Phone Number (918) 682-2169

Invitation to Bid

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE SIDE
RELATING TO SUBMISSION OF THIS BID.
Notarized Affidavit completions and signature required on reverse side.

Date Issued March 18th, 2024

Page 1 of 6

BID NUMBER

#10

BID CLOSING DATE AND HOUR

04/29/2024 9:30am

REQUIRED DELIVERY DATE

(Days after award of Purchase Order)

Date of Delivery**TERMS**

ITEM	QUANTITY	UNIT OF ISSUE	DESCRIPTION	UNIT PRICE	TOTAL
			<p>Muskogee County Commissioners are now accepting bid (s) for a generator for the Muskogee County Health Dept. .</p> <p>Bids will be accepted till April 29th, 2024 @ 9:30am</p> <p>Please make sure the terms and conditions are notarized.</p> <p>Bids MUST be time stamped at the County Clerk's office NO later than 9:30am 04/29/2024</p> <p>If you have any question, please don't hesitate to contact me 918-682-2169 work, 918-781-9092 cell</p>		

TERMS and CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, 400 W BROADWAY, SUITE 010
MUSKOGEE, Oklahoma, at the time and date shown on the
invitation to bid form.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and
closing date written on the outside of the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by MUSKOGEE County, Oklahoma, are not subject to state or federal taxes.
6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement
of non-collusion. A form is supplied below.
8. Bids will be firm until 04/29/2024 (Date) 9:30am

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say the he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or 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; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before this 28th day
of April, 20 24 (SEAL)

MARIE LINDSAY PARDUE
Notary Public, State of Oklahoma
Commission # 20003314
My Commission Expires 03-22-2028

Firm: Tomahawk Construction Management, LLC
Signed by: Chris Pardue
(Manual Signature of Undersigned)

My commission expires 03-22-2028

Marie Lindsay Pardue
NOTARY PUBLIC (CLERK OR JUDGE)

Address: 1248 N 4010 Rd Boswell, OK Phone: 580-513-7012
Zip: 74727

In accordance with 62 O.S. § 310.9

NOTE: Other terms and conditions can be added at the discretion of the county officers.

MARIE LINDSAY PARQUE
Notary Public, State of California
Commission # 50003314
My Commission Expires 03-22-2028

NOTICE OF BID

**Generator
Muskogee County Health Department**

Notice is hereby given that at 9:30am on 4/29 2024, the Board of County Commissioners will receive sealed bids on the following:

Muskogee County Health Department Generator

Complete specifications can be obtained from the Muskogee County Clerk, 400 W Broadway, Muskogee, Oklahoma.

Sealed bids will be received no later than 9:30 AM on 4/29 2024, at the Muskogee County Commissioners office located at 400 W Broadway Street, Muskogee Oklahoma. The bids will be opened and publicly read. The Commissioners will accept or reject the bids and proper bids will be submitted to the Muskogee County Health Department to be reviewed and qualified. Bids must be submitted in a sealed envelope addressed to the Muskogee County Health Department, 400 W Broadway Street, Muskogee OK 74401 Attn: Muskogee County Commissioners. Each sealed envelope containing a bid must be clearly marked on the outside lower left corner, "SEALED BID – DO NOT OPEN - MCDH Generator FY2024" and bear on the outside the bidder's name and address. When forwarded by mail, the sealed envelope must be inside another envelope addressed to the owner. The Muskogee County Health Department proposed to recommend who to award a contract at a regularly scheduled County Commissioners Meeting.

Interested bidders may contact the Muskogee County Health Department with questions regarding the bid by calling 918-683-0321.

Contractor must supply three references from recent customers.

Bidders may file sealed bids with the County Clerk on or before the date mentioned above. The Board of County Commissioners reserves the right to reject any or all bids. The Board of County Commissioners will accept the lowest and or best bid. A Non-Collusion Affidavit MUST BE ATTACHED TO ALL BIDS.

Approved this 18th day of March 2024

MUSKOGEE COUNTY COMMISSIONERS

Keith H. Hargis
Renee L. Bynum

ATTEST:

Polly Irving
Polly Irving, County Clerk



Scope of Work

[OSDH Back-Up Generator & Install]

[2024]

[OSDH Muskogee County]

530 S 34th St, Muskogee, OK 74401

Scope

Provide and install, on a turnkey basis, a standby generator and automatic transfer switch according to the following specifications.

Included in bid will be 5-year maintenance agreement.

Generator & Components

Recommended 130kw 3 phase 120/208-volt Natural Gas generator.

Automatic Transfer Switch (800-amp 3 phase). Building service disconnect.

Project scope statement

East side of side building. –Install Back-up generator as specified in scope adjacent from transformer and meter next to existing HVAC. The proposed work generally consists of purchase of all materials and installing a back-up generator, transfer switch and emergence panel. Equipment, labor and incidentals for a complete installation to be fully functioning when complete.

Time line of completion of above scope must be given.

All work shall meet state and local codes.

Design Principles •

Materials:

1. Furnish and install recommended 130kw 3 phase 120/208-volt Natural Gas generator. (Or recommended size after site evaluation of project)
2. Furnish and install appropriate amp size building service disconnect.
3. Furnish and install appropriate amp size transfer switch.
4. Furnish and install appropriate amp size generator disconnect.
5. Provide concrete pad as recommended from supplier.
6. Furnish separate onsite maintenance agreement. **See notes on agreement.**

Note: Gas Supply Gas line to be installed to new generator by licenced Plumber provide in this bid, contractor will provide. Confirm gas line capacity
*(Existing main gas line is adjacent to proposed location of generator.)

Gas Supply

Appropriate gas line to be run from pre-existing line located parallel to proposed site of generator, installation by state and local codes.

The following is a brief partial list of additional requirements for this project:

1. Pre-Scheduled onsite evaluation for project with project manager.
2. The contractor will be responsible for obtaining all clearance for existing utilities and permits required.
3. Clean up of work area.
4. Installation of the new generator will be phased to accommodate the owner by location.
5. All work to be performed to OSHA and NEC standards by qualified personnel.
6. Contractor shall be responsible for verifying the dimensions and location for Generator.
7. **Contractor is responsible for connecting gas supply to generator and power supply to new power source. See Gas Notes:**
8. On site scheduled start up and test of new generator as proposed by owner.
(Commissioning of equipment) with full load test .
9. Your bid shall be a turnkey project.

Owner Note: Largest load recorded 76 KW in July to August of 2021 & 2022
Peak load 211 amps @ 120/208 3 phase
During install our electric provider (OG&E) will be upgrading building transformer.

Maintenance Agreement

Provide 5 years of preventative maintenance
2 visits per year at 6-month intervals Perform a complete preventative maintenance inspection of the system at each visit. Test operation of system at each visit. On one annual visit perform a full load test. At year 3, drain and flush cooling system and replace all cooling system hoses, coolant and all belts.

Provide owner with inspection reports after each inspection.

Constraints

Work may not begin until notice has been given by Project Manager.

Key people / Key stakeholders

Muskogee OSDH Management

Project manager

[Stephen Burch] 539-230-1048 stephen.burch@health.ok.gov

BID FORM

Date: 4-28-2024

Generator for Muskogee County Health Department
400 W. Broadway St
Muskogee, Ok 74401

Tomahawk Construction Management LLC declares that before preparing his Bid he visited the site, familiarized himself with all factors affecting the cost of the Work and carefully examined the project.

Bidder hereby proposes to furnish all necessary labor, materials, tools and equipment, together with all other items of cost including insurance, and supervision, required for the work.

BASE BID sum of:

Two hundred ninety thousand Dollars (\$ 290,000.00)

CALENDAR DAYS: 250 Generator takes 32-36 weeks for delivery

Respectfully submitted.

Bidder: Tomahawk Construction Management LLC
By: Chris Pardue
Title: Owner
1248 N. 4010 Rd.
Boswell Ok 74727
5805137012

Chris Pardue 4-28-2024



Bid Bond

CONTRACTOR:

(Name, legal status and address)

Tomahawk Construction Management, LLC

1248 N 4010 Rd
Boswell, OK 74727

OWNER:

(Name, legal status and address)

Muskogee County

400 W Broadway, Suite 110
Muskogee, OK 74401

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Installing a New Generator with transfer switch at the Health Department

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of April, 2024.

(Witness)

(Witness)

Tomahawk Construction Management, LLC

(Contractor as Principal)

(Seal)

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Title) Lisa Sherman - Attorney in Fact



BID-0024109

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010 Edition Bid Bond.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Tomahawk Construction Management, LLC

Agency Name: Insurance Agency of Mid-America, Inc.

Bond Number: BID-0024109

Obligee: Muskogee County

Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Lisa Sherman** in the city and state of **Oklahoma City, OK**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 28th day of March, 2021.



The Ohio Casualty Insurance Company

By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 29th day of April, 2024.



By:

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.