

# Minute Entry Sign Up Sheet

Date: 3/29/2023

Time: 10:00 AM

001WL;

002WL;004

WL;005WL;

Bid #

006WL

Department: TW&L

BID# 2023-001WL; 2023-002WL; 2023-004WL; 2023-005WL;2023-006WL

Project:

N. Green Substation

Attendance

Company

Ben Logan

City of Tupelo

Casey Turner

Howard Agency

JASON SIMON

HV Sales

Jesse Hall

Virginia Transformer

Gunnar Shemphel

COT

Norman Cause

TWL



# Allen&Hoshall

1661 International Drive, Suite 100  
Memphis, Tennessee 38120  
Office 901.820.0820  
Fax 901.683.1001  
[www.allenhoshall.com](http://www.allenhoshall.com)

March 31, 2023

Mr. Johnny Timmons, General Manager  
Tupelo Water and Light Department  
320 North Front Street  
Tupelo, MS 38802

**RE: 2023-005WL**  
**Control House and Associated Relay Equipment**  
**North Green Street Substation**

Dear Mr. Timmons:

We have evaluated the bids on the above-referenced project. A copy of the Bid Tabulation is enclosed. After careful consideration and evaluation, we recommend you accept the following bid:

ITEM 1	\$386,713.00	Control House and Associated Relay Equipment manufactured by KVA, Inc. per Proposal #12077, dated March 29, 2023.
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The Purchase Order should state: "ITEM 1: North Green Street Substation, Control House and Associated Relay Equipment per Proposal #12077, dated March 29, 2023 with delivery 38-40 weeks ARO."

Purchase Order should be sent to:

KVA, Inc.  
Attn: Gresham Barker  
1700 Victor Hill Rd.  
Duncan, SC 29334

[gbarker@kva-emc.com](mailto:gbarker@kva-emc.com)  
864-801-4430

Attached is the Bid Tabulation and the KVA Bid Proposal for your use.

If there are any questions or you need additional information, please contact me at 901.261.4639.

Sincerely,

**Allen & Hoshall**

Russell Scott Burleson, P.E.  
Sr. Vice President

**BID TABULATION****CONTROL HOUSE****FOR****NORTH GREEN STREET SUBSTATION  
TUPELO WATER & LIGHT****BID OPENING: MARCH 29, 2023 - 10:00 am**

<u>Bidder</u>	<u>Total Bid Price</u>	<u>Delivery</u>
Birmingham Control Systems	<u>\$449,995<sup>1,2</sup></u>	<u>28-32 weeks</u>
Electrical Power Products	<u>\$451,002</u>	<u>MARCH 2024</u>
No bid received per Scott Burleson w/Allen & Hoshall.		
Keystone Electric Manuf. Co.	<u><del>\$461,002.58</del></u>	<u><del>38-40 weeks</del></u>
<b>KVA, Inc.</b>	<u><b>\$386,713<sup>4</sup></b></u>	<u><b>MARCH 2024</b></u>
VFP, Inc./SEL	<u>\$437,755<sup>1,2,3</sup></u>	<u>MARCH 2024</u>

Notes:

1. Exception to Liquidated Damages
2. Wiring diagrams not included
3. Not offering onsite testing or certifications
4. Liquidated Damages shall be \$100.00 per day, limited to 5% of Contract Price

Engineer's recommended acceptance in **bold**.

**DOCUMENT 00301  
PROPOSAL**

Date: 3/24/2023

To: Tupelo Water and Light  
320 North Front Street  
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to Tupelo Water and Light, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated January, 2023 for the following sum:

**BASE BID:**

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Concrete Control House Associated Relay Equipment	\$ <u>386,713.00</u>

**DELIVERY:**

Delivery Site: North Green Street Substation

Delivery Date: March 2024

An alternate Delivery Date of March 2024 OR 38-40 wks Aro is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ N/A is offered.

**GENERAL:**

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be

unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be ~~\$300~~ per day. *100.00 a day*

*Limited to 5% of Contract price*

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.
5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment.



The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

ADDENDUM NUMBER

DATE

N/A

**EXCEPTIONS:** Any and all exceptions that the Materialman takes to the attached specifications shall be **itemized on this proposal page** even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

Specification Section  
Associated with EXCEPTION

### Description of Exception

This image shows a blank sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible on each side of a central vertical crease. The paper appears to be from a notebook or a standard ruled document.

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: KVA Inc

BY: Gresham Barker

TITLE: Director of Operations

MAILING  
ADDRESS: 1700 Victor Hill Rd  
Durham NC 29334

DATE: 3/24/2023  
TELEPHONE: 864-252-6677

STREET  
ADDRESS: Same As Above

FAX: \_\_\_\_\_  
EMAIL: Gbarker@KVA-CMC.com

PRINCIPAL  
CONTACT: Gresham Barker

TELEPHONE: 864-801-4430

EMAIL: Gbarker@KVA-CMC.com

ALTERNATE  
CONTACT: DONNA TEIXEIRA

TELEPHONE: 864-801-4430

EMAIL: dtexeira@KVA-CMC.com

END OF DOCUMENT





**PROPOSAL**  
**Tupelo Water & Light**  
**North Green Street Substation**  
**Control Enclosure, 4 Relay panels and equipment**

Prepared for Allen & Hoshall  
March 29th, 2023  
KVA Quote # 12077



KVA Inc.  
864.801.4430  
info@kva-emc.com  
[www.kva-emc.com](http://www.kva-emc.com)



**Scope of Work:** To provide Control enclosure, (4) Relay Control Panels and equipment fabricated, assembled, wired, tested, and delivered.

**1) North Green Street Substation**

**TOTAL PRICE.....\$386,713.00**

- A)** Delivery will be March 2024 or 38-40 weeks after the receipt of a Purchase order and approved final engineering drawings and information. Due to current supply chain lead times, the above-mentioned delivery may be delayed.

\*\*\*\*\*Due to market-wide material supply chain challenges, KVA, Inc. submits this proposal valid for 30 days. If purchase order(s) are received after 30-days from dated proposal, KVA, Inc. reserves the right to issue updated quote(s) prior to acceptance of purchase order(s), which are consistent with market pricing and delivery timeframes at time of receipt. \*\*\*\*\*

**Clarifications: On-Site Services**

- KVA will attach the control building to the customer furnished foundation.
- KVA will reinstall all provided items that were removed for shipment.
- KVA will make interconnections and final wiring terminations.
- Crane Offloading is included and is based on free and clear access to the jobsite.

**Bill of Material for Panel #1:**

Item	Component	STYLE #	Manufacturer	Quantity
	Relay Panel 90" high, 30" wide and 24" deep with 19" rack mount plates	90" high, 30"	KVA	1
	Ground Bar	Ground Bar	KVA	1
3	Terminal Blocks, General Electric Type EB-25, 600V, 30 Amp, 12 point, Washer head screws, White marking strips	EB25B12	GE	14
4	Fuse Blocks, Porcelain base, 2-pole, 250 VDC, 30 Amp, Fuse sizes as specified on drawings, Suitable for rear panel mounting.	HM250302SR	BUSSMAN	4
		NON-10 & 30amps	BUSSMAN	8
5	Knife Switch, Porcelain base, 2-pole, 250 VDC, 30 Amp, Suitable for rear panel mounting.	D-8421P2GE	FILNOR	1
6	Nameplates	1.5 x 6	KVA	1
	Nameplates	1 x 3	KVA	8
	Nameplates	1.25 x 5.75	KVA	9
7	SEL-C605A Serial Cable for SEL-3390 S8 (RS-232, DTE-DTE, RJ-45 M/DB9 M, IRIG-B, Hardware Flow Control)	C605A-020	SEL	4



8	SEL-C605A Serial Cable for SEL-3390 S8 (RS-232, DTE-DTE, RJ-45 M/DB9 M, IRIG-B, Hardware Flow Control)	C605A-010	SEL	2
9	SEL-C605A Serial Cable for SEL-3390 S8 (RS-232, DTE-DTE, RJ-45 M/DB9 M, IRIG-B, Hardware Flow Control)	C605A-03	SEL	1
16	Bound instruction manuals with drawings (1 for Engineer and 3	MANUALS	KVA	1
18	Test Blocks, General Electric Type PK-2, 4-pole, With cover, auxiliary contacts, jumpers, screws, and bushings, Semi-flush mounting on 1/8" panel.	6422120G3	GE	4
21	SEL-351S, Distribution Protection System, Standard Firmware plus Power Elements, Voltage Sag/Swell/Interruption, Horizontal Rack Mount, Standard User Interface including USB plus Indoor SafeLock Trip/Close Pushbuttons and Configurable Labels, 125/250 VDC or 120/230 VAC Power Supply, (1)10/100Base-T, (1) 100Base-FX mmLC and (1) Fiber-Optic MM ST Serial Port Communications Interface, 5 Amp Phase and Neutral Secondary Current Input, 125 VDC Control Input Voltage, Additional 12 Standard Outputs and 8 Inputs, Standard Communications Protocols plus IEC 61850 Key: 7128	0351S7XHD4H5422	SEL	4
25	ABB FT-19 Test switches. 2RU height, fill clear cover	FR2H001001001C	ABB	3

**Bill of Material for Panel #2:**

Item	Component	STYLE #	Manufacturer	Quantity
	Relay Panel 90" high, 30" wide and 24" deep with 19" rack mount plates	90" high, 30"	KVA	1
	Ground Bar	Ground Bar	KVA	1
1	Breaker control switch, Type CSR, Series 24, 125 VDC, Trip-Close targets, Manually & Electrically operated, 1 sec. time delay, seal-in relay, circuit 57 with black pistol grip handle.	8857DB	ELECTROSWITCH	2





2	GE auxiliary relay, standard pickup, semi-flush mounted, back connected with studs and glass cover, 125 Vdc, 2 NO & 2 NC contacts	12HGA11A52F	GE	1
3	Terminal Blocks, General Electric Type EB-25, 600V, 30 Amp, 12 point, Washer head screws, White marking strips	EB25B12	GE	14
4	Fuse Blocks, Porcelain base, 2-pole, 250 VDC, 30 Amp, Fuse sizes as specified on drawings, Suitable for rear panel mounting.	HM250302SR	BUSSMAN	4
	NON-10 & 30amps	NON-10 & 30amps	BUSSMAN	8
5	Knife Switch, Porcelain base, 2-pole, 250 VDC, 30 Amp, Suitable for rear panel mounting.	D-8421P2GE	FILNOR	1
6	Nameplates	1.5 x 6	KVA	1
	Nameplates	1 x 3	KVA	22
	Nameplates	1.25 x 5.75	KVA	7
11	Electroswitch Lock-out relay (LOR/ER)	7825DD	ELECTROSWITCH	1
12	States switch, type SMH, 7-pole, back connection, semi-flush mount, pole arrangement 42, 42, 42, 42, 42, 42, 42 all handles shall be black.	G-407-A	STATES	1
13	Indicating Light, General Electric Light Emitting Diode (LED) Type ET-16, 125 VDC, Blue transparent color cap.	0116B6708G43W73B4	GE	1
14	Indicating Light, General Electric Light Emitting Diode (LED) Type ET-16, 125 VDC, Red transparent color cap.	0116B6708G43W73R4	GE	2
15	Indicating Light, General Electric Light Emitting Diode (LED) Type ET-16, 125 VDC, Green transparent color cap.	0116B6708G43W73G4	GE	2
16	Bound instruction manuals with drawings (1 for Engineer and 3	MANUALS	KVA	1
17	Test Blocks, General Electric Type PK-2, 6 pole, with cover, auxiliary contacts, jumpers, screws, and bushings. Semi-flush mounting on 1/8" panel.	6422120G4	GE	4
18	Test Blocks, General Electric Type PK-2, 4-pole, With cover, auxiliary contacts, jumpers, screws, and bushings, Semi-flush mounting on 1/8" panel.	6422120G3	GE	7



19	Tripping Diode, E-MAX Type TDA, 300 volt, 12 Amp average, 75 Amp peak repetitive, 300 Amp peak non-repetitive forward current	910A001	EMAX	1
20	SEL-351S, Distribution Protection System, Standard Firmware plus Power Elements, Voltage Sag/Swell/Interruption, Horizontal Rack Mount, Standard User Interface plus Configurable Labels and USB, 125/250 VDC or 120/230 VAC Power Supply, (1)10/100Base-T, (1) 100Base-FX mmLC and (1) Fiber-Optic MM ST Serial Port Communications Interface, 5 Amp Phase and Neutral Secondary Current Input, 125 VDC Control Input Voltage, Additional 12 Standard Outputs and 8 Inputs, Standard Communications Protocols plus IEC 61850 Key: 7110	0351S7XHB4H5422	SEL	1
22	SEL-387E, Transformer Differential Relay, Standard Firmware, Additional 12 Standard Outputs and 8 Inputs, 48/125 VDC or 125 VAC Power Supply, 300 VAC Max Secondary Input Voltage, 5 Amp Secondary Input Current, Horizontal Rack Mount, 125 VDC Control Input Voltage, Standard Communications Protocol plus DNP3 and Two 100BASE-FX Ethernet Ports and IEC6150 Key: 7303	0387E013X5H2X45	SEL	1
25	ABB FT-19 Test switches. 2RU height, fill clear cover	FR2H001001001C	ABB	2

**Bill of Material for Panel #3:**

Item	Component	STYLE #	Manufacturer	Quantity
	Relay Panel 90" high, 30" wide and 24" deep with 19" rack mount plates	90" high, 30"	KVA	1
	Ground Bar	Ground Bar	KVA	1
1	Breaker control switch, Type CSR, Series 24, 125 VDC, Trip-Close targets, Manually & Electrically operated, 1 sec. time delay, seal-in relay, circuit 57 with black pistol grip handle.	8857DB	ELECTROSWITCH	1





2	GE auxiliary relay, standard pickup, semi-flush mounted, back connected with studs and glass cover, 125 Vdc, 2 NO & 2 NC contacts	12HGA11A52F	GE	1
3	Terminal Blocks, General Electric Type EB-25, 600V, 30 Amp, 12 point, Washer head screws, White marking strips	EB25B12	GE	14
4	Fuse Blocks, Porcelain base, 2-pole, 250 VDC, 30 Amp, Fuse sizes as specified on drawings, Suitable for rear panel mounting.	HM250302SR	BUSSMAN	4
	NON-10 & 30amps	NON-10 & 30amps	BUSSMAN	8
5	Knife Switch, Porcelain base, 2-pole, 250 VDC, 30 Amp, Suitable for rear panel mounting.	D-8421P2GE	FILNOR	1
6	Nameplates	1.5 x 6	KVA	1
	Nameplates	1 x 3	KVA	12
	Nameplates	1.25 x 5.75	KVA	1
10	SEL-2730M Managed 24-Port Ethernet Switch, Rack Mount, 125/250 Vdc or Vac, Euro-style Connector, Ports 9-24 16 100BASE-FX Multimode	2730M#0201	SEL	1
11	Electroswitch Lock-out relay (LOR/ER)	7825DD	ELECTROSWITCH	1
12	States switch, type SMH, 7-pole, back connection, semi-flush mount, pole arrangement 42, 42, 42, 42, 42, 42, 42 all handles shall be black.	G-407-A	STATES	1
13	Indicating Light, General Electric Light Emitting Diode (LED) Type ET-16, 125 VDC, Blue transparent color cap.	0116B6708G43W73B4	GE	1
14	Indicating Light, General Electric Light Emitting Diode (LED) Type ET-16, 125 VDC, Red transparent color cap.	0116B6708G43W73R4	GE	1
15	Indicating Light, General Electric Light Emitting Diode (LED) Type ET-16, 125 VDC, Green transparent color cap.	0116B6708G43W73G4	GE	1
16	Bound instruction manuals with drawings (1 for Engineer and 3	MANUALS	KVA	1
17	Test Blocks, General Electric Type PK-2, 6 pole, with cover, auxiliary contacts, jumpers, screws, and bushings. Semi-flush mounting on 1/8" panel.	6422120G4	GE	1



19	Tripping Diode, E-MAX Type TDA, 300 volt, 12 Amp average, 75 Amp peak repetitive, 300 Amp peak non-repetitive forward current	910A001	EMAX	1
23	SEL-2523, Annunciator Panel with Communications, Standard Firmware, 125/250 VDC Power Supply, 5U Horizontal Rack Mount, (2) EIA-232 Rear Ports, (1) EIA-232 Front Port, Standard Communications Protocols plus DNP3, No Auxiliary Card, 125 VDC or VAC Control Input Voltage. Key: 7803	252301H230XA0XX	SEL	1
24	SEL-3555, RTAC. 3U Horizontal Rack Mount. SEL-9331 160W HV Power Supply, Euro Terminal Block. Intel Xeon E3-1505M Quad Core 2.8GHz, 8GB DDR4 2133 MHz ECC, SLC 256GB Industrial Grade SSD. PCI Slot 2 - SEL3390S8 PCIe Serial Card, PCI Slot 3 - SEL3390S8 PCIe Serial Card, PCI Slot 4 - SEL3390S8 PCIe Serial Card, PCI Slot 5 - SEL3390S8 PCIe Serial Card. Web Human Machine Interface, IEC 61850 MMS Client and File Services, IEC 61850 MMS Server and File Services.	3555#VJ9W	SEL	1

**Bill of Material for Panel #4:**

Item	Component	STYLE #	Manufacturer	Quantity
	Relay Panel 90" high, 30" wide and 24" deep with 19" rack mount plates	90" high, 30"	KVA	1
	Ground Bar		KVA	1

**Bill of Materials for a Modular Connections Concrete Control House:**

The **Concrete Building** proposed will be Modular Connections' standard construction featuring solid concrete design with 4" walls and steel rebar reinforced high strength concrete. The standard exterior finish is Modular Connections' exposed aggregate.

Modular Connections' Concrete Building has been designed to be, **Bulletproof** to 30.06 Rifle from 15 feet per UL-752, provide **2-Hour Fire Rating** per IBC, and be Virtually **Waterproof and Maintenance Free** with Internal Seals.

The Building you requested will be equipped as follows:

Tupelo Water & Light – North Green Street Substation



- 1) **11'8" WOD x 18' LOD x 11'1" HOD Concrete Control Building**  
**10'7" WID x 16'11" LID x 9'9" HID**  
**\*\*\*\* Manufactured in a N.P.C.A. Certified Factory \*\*\*\***  
Estimated Weight: 62,000 lbs. Equipped  
Exterior Finish – Exposed Aggregate Greystone Gray  
Four (4) Cast-in Lift Shackles  
Internal (Non-Exposed) Structural Seals  
1/4" per Foot Roof Slope in All Four Directions with Rubber Membrane Secondary Roof Seal and 2" Roof Overhang on all Four Sides  
150 MPH Wind Load  
200 PSF Floor Load Uniformly Distributed  
60 PSF Roof Load Uniformly Distributed  
Seismic Rated – Category D
- 2) **Interior Finish**  
3/4" Thick White HDPE Coated Plywood Paneling Walls and Ceiling  
Trowel Finished Urethane Painted Gray Concrete Floor with Rubber Cove Molding  
3' x 3' Telco Mounting Backboard with 4 Position Grounding Lug Terminal Block
- 3) **Insulation**  
R-11 Floor  
R-13 Walls  
R-21 Ceiling
- 4) **Doors & Accessories**  
Two (2) 3' x 8' Exterior 11 Gauge Exterior / 16 Gauge Interior Galvanized and Painted Steel Doors with Cast-in 16 Gauge Galvanized and Painted Steel Door Frames  
each with,  
NRP Non-Corrosive Hinges  
Lever Rim Panic Bar Lockset with Interchangeable Core  
Padlocking Hasp  
Aluminum Threshold and Door Sweep  
Weather-stripping  
Hydraulic Door Closer with Hold Open Feature  
Door Stop with Hold Open Latch  
56" x 24" Fiberglass Awning  
24" x 30" Fixed Wire Reinforced Door Window Kit  
24" x 24" Intake Louver with Filter, Screen, and Damper
- 5) **Windows**  
Two (2) 24" x 36" Single Hung Thermopane Tinted Glass with Half Screen and Spring Latch



**6) Electrical System**

- A) 60 Circuit Primary AC Panelboard – Eaton Cutler Hammer Model #PRL1X  
120/240 VAC Single Phase  
60 Hz Operation  
225 Amp Main Breaker
- B) 54 Circuit Primary DC Panelboard – Eaton Cutler Hammer Model #PRL3X  
125 VDC  
225 Amp Main Breaker
- C) Four (4) 4' Dual Strip LED Interior Light Fixtures with Three Way Switches and Lenses
- D) Two (2) Dual Bulb Emergency Interior Light Fixtures with EXIT Sign, Battery, and Charger
- E) Four (4) 12 Watt 125 VDC LED Emergency Interior Light Fixtures with Switch and Globes
- F) One (1) 70 Watt LED Wall Pack Exterior Light Fixture with Switched Photocell
- G) Five (5) Duplex Convenience Receptacles – Wall Mounted
- H) One (1) 20 Amp 240 VAC Equipment Receptacle – Wall Mounted
- I) One (1) 50 Amp 240 VAC Equipment Receptacle – Wall Mounted
- J) Required Surface Mounted EMT and PVC Conduit, Four (4) 4" EMT Conduits from Top of DC Panelboard to within 6" of Cable Tray, Two (2) 3" EMT Conduits from Top of AC Panelboard to within 6" of Cable Tray, Connectors, Bolt-on Breakers, Wire, and Clamps

**7) Surge Arrester**

Square D Model #SDSA1175

**8) Interior Grounding**

#2/0 Bare Stranded Copper Equipment Ground Bus Run in Cable Tray and Bonded to a Tinned Copper Ground Pad

#6 Green Insulated Stranded Copper Main Equipment Grounds to Cable Tray Ground Bus

#10 Green Insulated Stranded Copper Ground to Telco Mounting Board Ground Block

**9) Alarm Devices**

Two (2) Magnetic Door Contacts for Intrusion

Hydrogen Gas Detector

Smoke Detector

Battery Charger Summary

HVAC Fail

High / Low Temperature

Alarm Devices to be Wired to Designated Relay Panel Location

**10) Cooling / Heating**

One (1) 18,000 BTU (1.5 Ton) Wall Mounted Heat Pump with 5 kW Heat Strip, Corrosion Resistant Coated Coils, and Programmable Auto-changeover Thermostat Controls





**11) Auxiliary and Battery Ventilation**

One (1) 650 CFM (12") Exhaust Fan with Gravity Flow Backdraft Damper and Screened Fiberglass Rain hood and 24-Hour Cyclable Timer Switch, Hydrogen Gas Detector, HOA, and Thermostat Override Controls

**12) Cable Entrance**

One (1) 16" x 30" Floor Block out with 11 Gauge Galvanized Steel Plate with Gasket  
One (1) 1" PVC Wall Penetration for Satellite Clock Antenna

**13) Cable Management**

Required 18" Wide x 4" Deep Aluminum Cable Tray with Ceiling and Wall Mounting Hardware

**14) DC Battery Plant System**

Batteries - 3CC-5M – EnerSys w/intercell covers.

Battery Rack - UC4L2S084AP - Enersys Two Step Rack

Spill Containment - EAGLE 36-88

Battery Charger - AT130016F240MAUXGLXX - Hindle

Modular Connections, LLC to Provide One (1) Metal Framed Battery Enclosure with Hinged Folding Top, Hinged Double Front Doors with Plexiglass Windows, and Vents for Proper Ventilation

**15) Miscellaneous**

Two (2) Wall Mounted Telephone Jacks

One (1) Wall Mounted Metal Fold Down Desk

**16) Safety Equipment**

One (1) Wall Mounted 20 lbs. ABC Dry Chemical Fire Extinguisher

One (1) Battery Safety Kit

One (1) Self Contained Eyewash Station with Drain to Outside of Building – Pure Flow 1000

**17) Signage**

As Required and Specified

**Clarifications:**

- KVA quote is based on the above Bill of Material; any changes to the above bill of material could result in a price change or change order upon the award of purchase order.
- Item #3: GE Terminal block part number EB25A12W is an incorrect part number. The EB25A12W is only offered as an eight-pole option, KVA has replaced it with a GE EB25B12 based on description.
- SEL 252301H130XA0XX is no longer available, per SEL, part 252301H230XA0XX is a close replacement that comes standard with the EIA-232.
- **Liquidated Damages:** The time for delivery shall be extended for the period of any reasonable delay due exclusively to causes beyond the control and without the fault of the Bidder, including, but not limited to, acts of God, fires, pandemics, strikes and floods. KVA agrees to \$100.00 /day liquidated damages limited to 5% of the contract amount.





KVA Relay Panel testing to include:

- Point-to-point continuity test in accordance with wiring diagrams.
- Power Up of the SELs
- KVA Shop Quality Audit Checklist:
- Visual Appearance Check
- Dimensional checks to fabrication drawings
- Part Number Accuracy
- Quantity Verification
- Panel Layout Verification
- Nameplate and Labeling Accuracy
- Wire Marker Verification to Drawings
- Termination Torque, Crimp and Tensile Integrity
- Function Testing excluding the relay settings is included in this quote.

**Engineering Drawings: Relay Panel:** Mechanical, bill of material, point to point wiring diagrams, nameplate schedule and updated schematic based on wiring are included in this quote. **Control House:** Three (3) PE sealed Engineering Analysis packages are included with each building if required.

**A) Payment:**

- a. Payment terms are 100% net 30 days from invoice date.
- b. Payment Schedule for Projects over \$300,000 shall be as follows:

Project Phase:	Contracts over \$300,000
1. Receipt of Purchase Order	10%
2. Receipt of "For Construction" Drawings	30%
3. Delivery	60%

**B) Taxes:** Prices shown do not include sales or other taxes imposed on the sale of the goods.

**C) Freight:** F.O.B. freight costs to Tupelo MS are included in the prices shown.

**D) Cancellation:** With the placement of an Order, Buyer acknowledges that Seller would incur financial damages in the case of a cancellation of an Order and that Seller has the right to charge the Buyer for such damages as specified by the time schedule below.

- a. Schedule of Fees for Cancellation of Order:

Milestone	Cancellation Charge (% of P.O. value)
After Purchase Order is placed	10%
Receipt of "For Construction" Drawings and procurement start	30%
2 weeks after release for procurement	60%
4 weeks after release for procurement	100%

- b. Higher cancellation fees may be imposed on special or modified equipment up to the entire value of the Order.



c. Payment of the cancellation fee is to be made within fifteen (15) days of cancellation.

**E) Validity:** This proposal is valid for acceptance within 30 days.

**F) Warranty:** KVA shall repair or replace any defective item within 18 months of Acceptance Date or 18 months after shipment (whichever is sooner) and will extend the full manufacturers' warranty on all purchased components. Building carries a ten (10) year structural warranty. Component accessories will carry the original manufacturer's warranty.

**G) \***Any projects with control enclosures are subject to voided warranty under the following conditions:

- 1)Control enclosure is shipped, per customer request, with "incomplete" status.
- 2)Customer installs ANY components without express consent of KVA, subject to project scope agreement, and prior to final turnover.
- 3)Failure to notify KVA of any and all alterations to enclosure specifications prior to delivery.

**Limits of Liability:** In no event, whether because of a breach of contract, indemnity, warranty, or tort (including negligence), strict liability, or otherwise, shall the Seller be liable to the Buyer for:

- (i) Loss of profit or revenue, loss of use, cost of capital, downtime costs, cost of substitute products, facilities, services, or replacement power.
- (ii) Property damage external to the product and loss arising out of such damage.
- (iii) Special, indirect, punitive, or consequential damage; or for
- (iv) Any of the foregoing suffered by a customer of the Buyer.

KVA MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND KVA SHALL HAVE NO LIABILITY ARISING OUT OF THE ORDER IN EXCESS OF THE AMOUNT OF THE ORDER.

MADE IN THE UNITED STATES

KVA Inc. is a WBE Certified Corporation.

KVA Inc. 1700 Victor Hill Rd Duncan, SC 29334

## Birmingham Control Systems, Inc.

3779 Pine Lane

Bessemer, AL 35022

Phone: 205-252-2504

<http://BirminghamControls.com>

March 29, 2023

Q23053

Re: Bid for Tupelo W&L North Green Street Substation Control House

Birmingham Control Systems is pleased to offer for your consideration our bid for the equipment referenced above. In reviewing the drawings and specifications for the North Green Street Substation, our offering is in accordance to what we understand your requirements to be. I have attached Birmingham Control Systems' BOM Q23053.

Item	BOM	Qty	Description	Total Price
1	Q23053	1	Control House and Panels	\$ 449,995

**\* Due to the current supply chain issues all equipment delivery is subject to change. Current components with long lead time issues that will impact normal delivery are as follows. These lead times are only estimates and does not guarantee delivery time.**

### Notes:

Bid Validity: 30 Days

Payment Terms: Net 30 days

-50% due upon receipt of Purchase Order

-50% due upon delivery of building to jobsite

Delivery Note: Estimate Only. Subject to change in current environment of component equipment manufacturers fluid (almost daily) shipment changes of acknowledged orders. \*\*Estimate Only\*\* Delivery: 28-32 weeks after receipt of purchase order, approved BOM and drawings or by date required provided we receive drawings in a timely manner.

Birmingham Control Systems, Inc reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 pandemic or events subsequent to this pandemic including changes in laws, regulations, or direction from a competent authority.

Accessibility: The site must be accessible for delivery of the Substation Equipment. The terrain must be stable and capable of supporting the truck-trailer delivering the Substation Equipment and also capable of delivery and support of the equipment offloading. Any demurring charges resulting from an unsafe or inaccessible site, whether the result of an "Act of God" or other cause, will be the responsibility of the purchaser. These charges may be substantial due to overnight charges, redelivery, or site preparation.

Exception: Birmingham Controls Systems will do everything possible to get the job completed on time but due to the ongoing delays with parts and equipment deliveries due to the COVID-19 pandemic, will not accept any Liquidated Damages.

Freight is included and is FOB Destination by common carrier.

Crane: Offloading at jobsite is included.

Drawings Included: If required panel structural, front panel layout, and BOM.

Three Line, DC Schematics, and Physical wiring design and drawings are an additional cost, if not listed above.

This price does not include setup/configuration of relays or final test of substation.

Unless noted elsewhere any certification, PE stamp, permits, or licenses required are not included in this quote and are the responsibility of the owner.

Sales tax, Import tax, Goods and Services tax, and Duty Tax are not included.

Please review the BOM since material variance from the Birmingham Control Systems BOM will result in a change order.

Birmingham Control Systems' Terms and Conditions' are an integral part of this quote.

Thank you for the opportunity to quote. If you have any questions, please contact me at (205) 252-2504 extension 17.

Sincerely,

Birmingham Control Systems, Inc.

Sammy Montalbano, PE

Phone: 205-252-2504x17

Cell: 205-837-9813

Fax: 205-252-2507

[sammym@bhamcontrol.com](mailto:sammym@bhamcontrol.com)

**PROUDLY MANUFACTURED IN THE USA**



## TERMS AND CONDITIONS

Birmingham Control Systems, INC. is herein called "Seller". The person, firm or corporation to whom or which quotation is made is herein called "Buyer".

**TERMS OF PAYMENT:** "Terms", as noted in the proposal, is the net cash price due monthly, subject to credit approval. Buyer agrees to pay all costs of collection or securing or attempting to collect or secure the debt created by purchases, including reasonable attorney fees, whether or not involving litigation. Late payments are subject to interest penalty of 1-1/2% per month or any portion of a month.

**TAXES:** Prices stated herein do not include any tax, excise, duty or levy now or hereafter enacted or imposed, by any governmental authority on the manufacture, sale, delivery and/or use of any item delivered. An additional charge will be made therefore and paid by Buyer unless Seller is furnished with a proper exemption certificate relieving Seller of paying or collecting the tax, excise, duty or levy in question.

**PRICES AND QUOTATIONS:** All prices include standard domestic packing and are firm for thirty (30) days unless specified otherwise. All prices in catalogs are subject to change without notice. Prices are FOB Seller's plant. Title to all articles sold by Seller to Buyer shall pass to Buyer upon delivery thereof by Seller to a carrier for shipment to Buyer.

**DELAYS:** Seller shall not be liable or responsible for damage or loss for delays or defaults in deliveries due to Acts of God or the public enemy, laws, regulations or orders of the federal, state or local governments or their agencies, fires, accidents, strikes or labor troubles, riots or insurrection, unusually severe weather, material or transportation shortages or delays in obtaining, due to such causes, materials or supplies, or other causes beyond Seller's control, nor shall Buyer cancel or have the right to cancel its purchase order because of delays or defaults in deliveries due to such causes.

**CHANGES:** Buyer shall have the right by written order to make changes in specifications or delivery schedules once agreed upon. If such changes cause an increase or decrease in the amount due under the purchase order or in the time required for its performance, an equitable adjustment of the price and/or time for performance shall be made. Changes, engineering or otherwise, affecting the function or performance for the articles ordered shall not be made without consent of Seller in writing.

**CANCELLATION:** The Seller may cancel an order subject to the following cancellation schedule. Days 0-5 0%, Days 6-15 25%, Days 16-30 60%, and Days 30-45 100%. "Days" are the number of days after receipt of purchase order and "%" is the percent of purchase order price that is due upon cancellation. Cancellations for the convenience of the Federal Government may be effected and cancellation charges paid as required by applicable Federal statutes or regulations. If either Buyer or Seller should be declared bankrupt or insolvent, or if a receiver should be appointed for all or a substantial portion of the assets of either by a court of competent jurisdiction, or if there should be filed in any such court and not dismissed within thirty days any application or petition for adjudication of such insolvency or bankruptcy, or for the appointment of such a receiver, or involving the resetting or extension, however termed, of the obligations of Buyer or Seller, or if either Buyer or Seller should make an assignment for all or a substantial portion for its property for the benefit of its creditors, then upon the happening of any of such events, the other party may cancel any order placed by Buyer with Seller immediately by notice in writing sent to the opposite party by registered mail at its last known business address, or by personal service upon such party.

**INDEMNIFICATION:** Seller agrees to take all necessary precautions to prevent injuries to any person or damage to property during the terms of this agreement but shall not be liable for any injuries or damage to property due to wiring or software problems or errors, equipment misuse or failure, programming errors, operation by Seller or other users or electrical power failure.

**PENALTY CLAUSE:** In no event does the Seller agree to pay any amount identified as a penalty or as liquidated damages of any kind.

**PATENT PROTECTION:** Seller agrees to hold Buyer and its customers harmless only against infringement of patents covering the material or part in the form sold by Seller, provided Buyer or its customer, as the case may be, promptly notifies Seller for any claim or litigation and tenders, to the extent of Buyer's ability to do so, the defense thereof to Seller. Buyer agrees to hold Seller harmless from any liability of Seller for infringement of patents by reason of manufacture according to Buyer's specific design or by reason of the incorporation of said part in a more comprehensive assembly than sold by Seller, provided Seller promptly notifies Buyer of any claim or litigation and tenders, to the extent of Seller's ability to do so, the defense thereof to Buyer and/or the Government where Government Contracts are involved. Seller grants no license, express or implied other than the right of Buyer to use the specific material or part in the form delivered by Seller.

**SERVICE:** Startup service, construction supervision, operator orientation or installation is not included unless specifically included in the proposal. In the event that service is included for startup and Seller's personnel are onsite to perform service and equipment is not ready for service Buyer agrees to pay additional charges for extended stay or another service call. Additional service call will be billed at \$1200.00 per day plus travel and living expenses. Other field services are available at Seller's current prevailing rates.

**SHIPPING:** If shipping is included in proposal it shall be per Seller's carrier or Seller's carrier of choice. The Seller will confirm with Buyer for delivery. If a shipment is sent after confirmation with Buyer and the site is not ready or no one is available for receiving shipment, there will be an additional charge for the shipment. The substation site must be accessible for delivery of the Substation Equipment Enclosure. The substation terrain must be stable and capable of supporting the tractor-trailer delivering the Substation Equipment Enclosure. Any demurring charges resulting from an unsafe or inaccessible substation site, whether the result of an "Act of God" or other cause, will be the responsibility of the purchaser. These charges may be substantial due to overnight charges, redelivery, or site preparation.

**REMEDYING DEFECT:** Owner must allow Birmingham Control Systems to make corrections in a timely manner. Birmingham Controls Systems will have the option to have the equipment returned for repair or to send a technician out to make repairs. Any corrections or changes made by anyone else before Birmingham Control personnel have inspected the equipment and been given an opportunity to make the correction in a timely manner will not be compensated by Birmingham Control Systems. A timely manner is generally 1 to 2 weeks and may depend on the availability of transportation, parts, etc.

**WARRANTY:** One year on parts and labor from Birmingham Control Systems. Warranty starts from date of delivery unless panel is stored at Birmingham Control Systems for more than 30 days in which case the warranty starts on completion date of panel manufacture. Component accessories will carry the original manufacturer's warranty, which may be longer than 1 year.

**ERRORS:** Stenographic or clerical errors are subject to correction.



**DOCUMENT 00301  
PROPOSAL**Date: March 29, 2023To: Tupelo Water and Light  
320 North Front Street  
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to Tupelo Water and Light, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated January, 2023 for the following sum:

**BASE BID:**

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Concrete Control House Associated Relay Equipment	\$ <u>See attached quote letter</u>

**DELIVERY:**

Delivery Site: North Green Street Substation

Delivery Date: March 2024

An alternate Delivery Date of \_\_\_\_\_ is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ \_\_\_\_\_ is offered.

**GENERAL:**

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be



unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.
5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment.

The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

ADDENDUM NUMBERDATENone

**EXCEPTIONS:** Any and all exceptions that the Materialman takes to the attached specifications shall be **itemized on this proposal page** even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

### Specification Section

Associated with EXCEPTION

### Description of Exception

None

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: Birmingham Control Systems

BY: Jason Callin

TITLE: Estimator

MAILING  
ADDRESS: 3779 Pine Lane SE

DATE: 3/29/23

Bessemer, AL 35022

TELEPHONE: 205-252-2504

STREET  
ADDRESS: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: jasonc@bhamcontrol.com

PRINCIPAL  
CONTACT: Jason Callin

TELEPHONE: 205-252-2504

EMAIL: jasonc@bhamcontrol.com

ALTERNATE  
CONTACT: Sammy Montalbano

TELEPHONE: 205-252-2504

EMAIL: sammym@bhamcontrol.com

END OF DOCUMENT



$EP^2 \equiv (QA)^2$

March 27, 2023

Tupelo Water and Light  
71 East Troy Street  
Tupelo, MS 38804  
Attention: Traci Dillard

Re: RFQ No. 81925, North Green Street Substation  
EP<sup>2</sup> Quote No. 36241

Dear Ms. Dillard,

We are pleased to offer the following proposal:

One (1) 11' x 18' Control Enclosure and Four (4) Relay Panels----- \$451,002.00

**COMMERCIAL COMMENTS**

1. No sales or use taxes are included in the price.
2. Shipment of the equipment will be by truck to Tupelo, MS; freight prepaid and included in the total price.
3. Transportation costs are based upon accessible site conditions adequate to support long-haul transportation equipment under heavy load conditions with no overhead, underground, and/or peripheral site obstructions.
4. Electrical Power Products will be responsible for developing the following drawings:
  - a. Layout Drawings
  - b. AC/DC Schematics
  - c. Wiring Diagrams
5. Others will be responsible for developing the following drawings:
  - a. Structural Drawings
  - b. Nameplate Lists
6. Delivery of the equipment will be forty-four (44) weeks ARO. In order to meet our delivery schedule, all material will need to be ordered within two (2) weeks ARO. If an improved delivery is desired, please contact us.



Electrical Power Products, Inc.  
4240 Army Post Road ■ Des Moines, Iowa 50321  
(515) 262-8161 ■ Fax (515) 262-9461



$$EP^2 \equiv (QA)^2$$

7. With continued issues with the supply chain, certain components, e.g., panelboards, transfer switches, relays, switches, terminal blocks, etc. may experience a longer than normal lead time. These lead times are subject to daily/weekly change as suppliers have not been consistent in their promised delivery dates. If your project requires these components, and these parts are not timely received by **EP<sup>2</sup>**, the project may be shipped to you at your written direction without the component part(s). If this occurs, as much as possible rewiring will be completed by **EP<sup>2</sup>** and you will be responsible for material receipt, installation and reconnection in the field. If **EP<sup>2</sup>** is to delay the shipment of the project due to late arrival components, **EP<sup>2</sup>** cannot be held liable for any liquidated damages. While **EP<sup>2</sup>** will take all necessary steps to ensure timely delivery, this is a supply issue which **EP<sup>2</sup>** cannot control.
8. AC power distribution one-line drawings must be received within one (1) week ARO to meet the initial control enclosure drawing submittals.
9. Off-loading and installation by Modular Connections' non-union crew.
10. The price for site services has been included in our proposal price and is an estimate only. Site services are not based on site visit. The estimate is subject to change if actual site conditions require additional service, labor, and/or equipment.
11. Payment terms are ninety percent (90%) upon delivery, and ten percent (10%) upon final acceptance not to exceed ninety (90) days.
12. **EP<sup>2</sup>** does not accept credit card payments for projects over two thousand, five hundred dollars (\$2,500.00).
13. The price is firm and valid for thirty (30) days.
14. Electrical Power Products' Limited Warranty is included with our proposal package and shall apply to this project.
15. In compliance with the requirements of NERC CIP-013 Cyber Security Supply Chain Risk Management, **EP<sup>2</sup>** will not modify any network capable asset, such as a protective relay, server or network switch, unless a modification is requested by an authorized employee of the customer or their agent and agreed to by both **EP<sup>2</sup>** and the customer. This includes, but is not limited to, firmware updates, configuration settings, software installations and security updates. All network capable assets will be delivered with standard firmware, software and settings as delivered to **EP<sup>2</sup>** by the manufacturer of the asset, unless a change is requested as previously described. The customer shall be responsible for ensuring that all network capable



Electrical Power Products, Inc.

4240 Army Post Road ■ Des Moines, Iowa 50321

(515) 262-8161 ■ Fax (515) 262-9461



$EP^2 \equiv (QA)^2$

assets specified are compliant with NERC CIP-013 Cyber Security Supply Chain Risk Management requirements and the customer's own cybersecurity requirements.

### TECHNICAL COMMENTS

1. Function testing the panels and control enclosure, as a complete unit, will be performed at Electrical Power Products' facility in Des Moines, Iowa prior to shipping.
2. The strap resistance and battery cell voltage will be measured on each battery system using an Alber Cellcorder at EP<sup>2</sup>'s facility. Test results will be provided with the control enclosure.
3. Sizing of the HVAC unit(s) for this enclosure is based on the known initial and future equipment installed in this enclosure.
4. Please refer to the Bill of Material for a list of equipment provided by Electrical Power Products and Exhibit #1 for a list of equipment provided by the control enclosure manufacturer. If there are any changes made to the style numbers or quantities our price will be adjusted accordingly.
5. All style numbers followed by an asterisk (\*) on the Bill of Material represent style numbers or quantities that were not specified, incorrect, or obsolete. Either Electrical Power Products or the manufacturer/vendor chose style numbers or quantities for each of these items. Any changes made to the style numbers or quantities may reflect a change in the proposal price.
6. The Bill of Material was quoted per the layout drawings and material list provided with the request for quote only.
7. Our price includes four (4) hardcopies of the instruction manuals. Please note that some equipment manufacturers provide CD manuals in lieu of hardcopy manuals. If CD's are provided by the manufacturer, EP<sup>2</sup> will provide a copy of the CD with the instruction manual set.

### EXCEPTIONS

1. Please refer to the control enclosure manufacturer's specification, included with the proposal package, for the control enclosure clarifications and exceptions.



Electrical Power Products, Inc.

4240 Army Post Road ■ Des Moines, Iowa 50321

(515) 262-8161 ■ Fax (515) 262-9461

EP<sup>2</sup> ≡ (QA)<sup>2</sup>

Please visit the **EP<sup>2</sup>** web site at [www.ep2.com](http://www.ep2.com). The site presents details about our staff & capabilities.

Customers are always welcome for inspection trips to Electrical Power Products with prior notice.

We appreciate the opportunity to present this proposal.

If there are any questions, please contact me.

Sincerely,

**Andre Castine**

Senior Project Estimator  
Electrical Power Products  
4240 Army Post Road  
Des Moines, Iowa 50321  
(515)-262-8161  
[acastine@ep2.com](mailto:acastine@ep2.com)



Electrical Power Products, Inc.

4240 Army Post Road ■ Des Moines, Iowa 50321

(515) 262-8161 ■ Fax (515) 262-9461

**DOCUMENT 00301  
PROPOSAL**Date: March 28th, 2023To: Tupelo Water and Light  
320 North Front Street  
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to Tupelo Water and Light, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated January, 2023 for the following sum:

**BASE BID:**

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Concrete Control House Associated Relay Equipment	\$ <u>437,755.00</u>

**DELIVERY:**

Delivery Site: North Green Street Substation

Delivery Date: March 2024

An alternate Delivery Date of N/A is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$\_\_\_\_\_ is offered.

**GENERAL:**

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be



unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.
5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment.



The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

ADDENDUM NUMBER

DATE

N/A

**EXCEPTIONS:** Any and all exceptions that the Materialman takes to the attached specifications shall be **itemized on this proposal page** even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

Specification Section  
Associated with EXCEPTION

Description of Exception

1. Section 00101: VFP has not examined the final site and therefore takes exception to any adverse site conditions.
2. Section 00101: Proposal is valid for 30 days.
3. Section 00301: VFP understands this as taxes are to be the responsibility of the owner. VFP has not included any state taxes in this quotation.
4. Section 00301: VFP takes exception and is not offering any onsite testing or certifications.
5. Section 00301: VFP takes exception to any liquidated damages.
6. Section 00531 Article II & Section 00811 Part 16: Payment terms are per VFP standard terms and conditions as described below.
7. Section 00711 Part 8. Requirement of surety bond is waived per Section 00811 Part 8.1.
8. Section 00711 Part 10.A: VFP will take exception to liquidated damages and will make every effort for a timely completion of the control house.
9. Section 01060 Parts 1.01.B & 3.01 A-D: VFP takes exception to all local codes, the control house will be built to the IBC and state codes only unless the local codes are provided with the bid request. VFP will require full detail of the particular local codes before determining compliance.
10. Section 01060 Parts 1.01.C & 3.01.B: VFP offers On-Site work with the understanding that a general contractor is under contract by the customer. It is assumed that the general contractor is responsible for permits, licenses, right of ways, permission for site access, union issues and site security, therefore VFP is offering this work with understanding that no additional permits, licenses, etc. are required.
11. Section 16162 Part 2.02.D.3.a: VFP is not responsible for any wiring for any equipment not supplied by VFP.
12. Section 16162 Part 2.02.D.5.a: VFP is offering our standard LED interior light fixtures in lieu of fluorescent.
13. Section 16162 Part 2.02.D.5.b: VFP is offering our standard LED exterior light fixtures in lieu of HPS.
14. Section 16162 Part 2.02.D.5.e: VFP is including one (1) 50 Amp, 240 VAC receptacle and one (1) 20 Amp, 240 VAC receptacle per Drawing E10.1.1.
15. Section 16162 Part 2.02.D.8.a: VFP is offering an Eaton PRL2 DC panel in lieu of a PRL3 DC panel in order to offer a more favorable lead time.
16. Section 16162 Part 2.02.E.2.c: Commercial HVAC units do not have a SEER rating; the air conditioning unit proposed has a 11 EER rating.
17. Section 16162 Part 2.02.E.3: VFP has estimated the size for the HVAC unit. If provided equipment heat loads, VFP will be more than happy to properly size the HVAC unit. This may result in a price adjustment. HVAC calculations can be provided at a later date in the design phase.
18. Section 16162 Part 2.03.A: Clarification, VFP is offering 20"x30" wire glass door vision windows.
19. Section 16162 Part 2.03.B: Wall windows will be double hung in lieu of single.
20. Section 16162 Part 2.03.D. VFP is making assumptions for the size of the cable tray. Changes can be made with a price adjustment.
21. Section 16162 Part 3.01.A: No ground bus is shown on the drawings and therefore has not been included in this quotation.
22. Section 16162 Part 3.01.D: Wiring of owner furnished equipment is assumed to be by others.
23. Section 16162 Part 3.01.F: The 12-point terminal block for exterior equipment is assumed to be by others and not included.
24. Section 16162 Part 3.01.N: The door and window frames will be bolt-in in lieu of cast-in.
25. Section 16162 Part 3.02.D: Interior finish will be white FRP board in lieu of white laminate.
26. Section 16162 Part 3.05: No field testing or certification will be provided by VFP.
27. Section 16162 Part 3.05.A.3: Battery testing and commissioning is not included and is assumed to be by others.
28. Drawing E10.1.2: VFP takes exception to the doors having louvers. VFP is offering a fan system that will come complete with a wall louver to serve as the same function.
29. Drawing E10.1.2: VFP standard concrete construction utilizes lifting lugs that are incorporated into the base structure. These lugs are not removable.
30. Drawing E12.9.1: VFP has not received specifications for an automatic transfer switch nor is one shown on Drawing E10.1.1 therefore the automatic transfer switch is assumed to be supplied and installed by others.

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: VFP Inc.

BY: 

TITLE: Director of Business Development

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