

# 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: 2023-001WL  
Power Transformer  
North Green Street Substation**

Dear Mr. Timmons:

We have evaluated the bids on the above-referenced project. After careful consideration and evaluation, we recommend you accept the following bid:

ITEM 1 \$1,098,300.00 161:15 kV Power Transformer manufactured by Howard Power Solutions per Howard Proposal Number ME-6360, dated March 28, 2022. The total price includes off-loading, installation and 5-year warranty.

The Purchase Order should state: "ITEM 1: North Green Street Substation 161:15 kV Power Transformer per Howard Power Solutions Proposal Number ME-6360, dated March 28, 2023 with 5-year warranty and delivery in September 2024."

Purchase Order should be sent to:

Howard Industries  
Attn: Joey Brown  
P.O. Box 1588  
Laurel, MS 39440

Attached is the Bid Evaluation, Bid Tabulation, and actual Howard Power Solutions 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 EVALUATION**  
**(1) 22.5/30/37.5 MVA, 161:15 kV Power Transformer**

**North Green Street Substation**

**Tupelo Water & Light  
 Tupelo, MS**

**March 29, 2023**

BIDDER	MANUFACTURER	Number Units	Unit Size / %Z			BID PRICE per Unit \$	BID PRICE TOTAL (\$) (includes adders) (and deducts)	GUARANTEED LOSSES / UNIT ONAN RATING			COST OF LOSSES (per Unit)	Additional Costs (per Unit)	5-YEAR WARRANTY ADDER (per Unit)	EVALUATED PRICE TOTAL (\$)	DELIVERY
								(kW)							
								NO-LOAD	LOAD	TOTAL					
Yoder Sales	ABB	1	22.5	MVA		No Bid									
		1	22.5	MVA											
Howard	Howard	1	22.5	MVA	9.50%	\$1,046,000	\$1,098,300	14.40	76.90	91.30	\$174,968		\$52,300	\$1,273,268	75-80 wks
		1	22.5	MVA											
HV Sales	GE-Protec	1	22.5	MVA	9.50%	\$972,551	\$972,551	15.60	87.60	103.20	\$195,029		not provided	\$1,167,580	124-126 wks
		1	22.5	MVA											
Curtis H. Stout of TN	Pennsylvania	1	22.5	MVA	9.50%	\$1,368,139	\$1,438,139	18.60	71.00	89.60	\$189,824		\$70,000	\$1,627,963	96-100 wks
		1	22.5	MVA											
Utility Sales	Siemens	1	22.5	MVA		No Bid									
		1	22.5	MVA											
Virginia	Virginia	1	22.5	MVA	9.50%	\$1,349,263	\$1,389,741	16.97	59.76	76.73	\$166,781		\$40,478	\$1,556,522	80-85 wks
		1	22.5	MVA											
Elus	Delta Star	1	22.5	MVA		No Bid									
		1	22.5	MVA											

**NOTES:**

Howard	Payment Schedule: 100% - net 30 days from invoice date (delivery),
GE-Protec	Payment Schedule: 20% as a down payment when the order is placed 15% due within then submittal of the approval drawings. 20% due when the core and coil assembly have been finished. 35% due after successful completion of tests. 10% due when the transformer arrives to site NTE 60 days from shipment. Milestone payments are due NET 30 days after invoice. Liquidated Damages are not accepted.
Pennsylvania	Option 1: Offers firm pricing with payment terms of 50% of contract price due upon order, 25% of the contract price due upon receipt of core steel and copper, 20% on completion of factory acceptance testing, and the balance due upon shipment, net 30 days Option 2: Offers escalated pricing with payment terms of 15% of contract price due upon order, 25% of the contract price due upon submittal of approval drawings, 25% of the contract price due upon completion of core/coil assembly, 15% on completion of factory acceptance testin, and the balance due upon shipment, net 30 days. PTTI has the option to firm or escalate the price within 9 months prior to the contractual date of shipment.
Virginia	Payment Schedule: 30% - Advance with Purchase Order 30% - Upon drawing submittal, net 30 days 40% invoiced at the time of Shipment or upon moving to storage, Net 30 days.

**\* ENGINEERS' RECOMMENDED ACCEPTANCE IN BOLD**

3/28/2023

**To:** **Tupelo W&L**  
**Inquiry:** **North Green St. Substation**  
**Quotation** **ME-6360**  
**Number:**

**Sales Representative:** Casey Turner  
Howard Agency

Phone: 601.433.8630  
Email: [cturner@howard-ind.com](mailto:cturner@howard-ind.com)

**Prepared By:** Mary Ellis  
Howard Industries, Inc.

Phone: 601.422.1578  
Email: [mellis@howard-ind.com](mailto:mellis@howard-ind.com)

**Regional Manager:** Joey Brown  
Howard Industries, Inc.

Phone: 601.422.1910  
Email: [joeybrown@howard-ind.com](mailto:joeybrown@howard-ind.com)

Howard Industries is pleased to offer our proposal for your power transformer requirements. Offered power transformers will be manufactured with windings in a circular configuration and accessories in accordance with the current IEEE and NEMA standards, your specifications and bid documents, with exceptions listed below. We have provided this proposal with the understanding that your specification and bid documents include the requirements of the state and local authorities having jurisdiction over the installation(s) that will affect the design of the transformer and its accessories. Please see the attached Power Quotation Summary sheet (one per item), bid forms, and the information below for the details concerning our quotation.

### **PRICING/VALIDITY/ ORDER POLICY**

All quoted prices are subject to the following conditions:

1. Factory acceptance of a written purchase order or contract within the quotation validity period of 30 days, unless changed in the interim by written notice.
2. For orders requiring drawing approval, a release to immediately proceed with production must be returned to Howard Industries within 7 days after drawing submittal to maintain the delivery schedule.
3. Our pricing in the bid documents is subject to the attached Escalation Policy EP-8

### **DELIVERY SCHEDULE**

Delivery will be September 2024 (with a Field Assembly Completion date of October 15, 2024) with factory acceptance of a written purchase order or contract within the validity period of this quotation.

### **FIELD SERVICE**

The following field services have been included in the base price:

- Unloading the transformer to the pad
- Assembly
- Acceptance Testing

Our typical jack and slide cost of \$20,000 has been included in the bid price and is based on the following assumptions: 1) free and clear access to work area including sufficient area for set-up and operation of equipment proposed, 2) site conditions are assumed adequate for equipment proposed, 3) no additional matting or soil improvement is required.

We were unable to obtain a firm jack and slide estimate prior to bid time. Any additional cost exceeding \$20,000 will be passed to the customer.

**PAYMENT TERMS:**

The payment schedule outlined in section Article II of Materials Contract.

**LOSS GUARANTEE**

In accordance with the current IEEE Standard C57.12.00 Section 5.9, No-load (core) loss guarantee on the attached performance specification(s) is based on the standard reference temperature of 20°C. Load (winding) loss guarantee is at the standard reference temperature of 85°C on 65°C rise rated transformers (or 75°C on 55/65°C rise rated transformers).

Howard Industries tests no-load and load losses with less than 1.0% measurement error. These measurement errors are determined by a calibration system that is traceable to the National Institute of Standards and Technology (formerly the National Bureau of Standards) using methods described in NIST Technical Note 1204.

**WARRANTY**

The attached Medium Power Transformer Warranty will apply to this quotation.

**SHIPMENT**

The above quoted transformer will be shipped from our Ellisville, Mississippi facility fluid filled by truck (with bushings and radiators removed) to your specified destination within the 48 contiguous United States. The quoted price is based on shipment as far as the original shipping vehicle can go. If any obstructions are encountered the customer will be responsible getting the transformer and it's accessories to the end destination including any truck demurrage if required.

**DRAWINGS**

Approval drawings will be sent on a mutually agreed upon schedule after acceptance of order. Final drawings and instruction books will be sent at shipment.

**TERMS & CONDITIONS**

The attached Howard Industries Transformer Terms and Conditions of Sale are an integral part of this offer and shall apply except as otherwise agreed to in writing by an authorized employee of Howard Industries.

**EXCEPTIONS / CLARIFICATIONS:**

1. The Howard Industries Medium Power Transformer Warranty applies in lieu of all others specified, expressed or implied. The Howard Industries Medium Power Five-Year Warranty is available for an additional cost of \$52,300 per transformer.
2. Howard Industries is quoting its standard Terms and Conditions of Sale, see please see the attached document for details. If there are any issues in conflict they can be negotiated prior to order placement.
3. Taxes or duties are not included in the above pricing, if taxes or duties are incurred the cost will be passed to purchaser. All prices are in US dollars.
4. Total liquidated damages shall be capped at 10% of quoted price.
5. Winding material is specified on the attached Power Quotation Summary.

**ATTACHMENTS**

- Bid Forms
- Power Quotation Summary (one per item)
- Standard Terms and Conditions of Sale for Medium Power Transformers (Document 2.4.62,Rev.5)
- Medium Power Transformer Warranty (Document 2.4.63,Rev.5)
- Medium Power Five-Year Warranty (Document 2.4.64,Rev.4)
- Medium Power Cancellation/Delay Policy(Document 2.4.16,Rev.1)
- Medium Power Storage Policy(Document 2.4.80,Rev.0)
- Escalation Policy EP-8(Document 2.4.23 Rev. 2)

Sincerely,

Mary Ellis  
Quotations Technician  
Howard Industries, Inc.

## DOCUMENT 00302 PROPOSAL FORM

Date: 3/28/2023

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	161/15 kV 22.5/30/37.5 MVA Power Transformer	\$ <u>1,046,000</u>

**Losses shall be quoted on a per unit basis.** The Guaranteed Evaluated Losses are calculated as outlined in Section 16320 - SUBSTATION POWER TRANSFORMER and Section 16320D - DATA SHEET. The guaranteed losses **per unit** for the BASE BID are as follows:

<u>No Load Losses</u> <u>Rated Voltage (20°C)</u>	<u>Load Losses</u> <u>ONAN rating (75°C)</u>	<u>Guaranteed Total Losses</u> <u>(excluding auxiliary losses)</u>
<u>14.40</u> kW	<u>76.90</u> kW	<u>91.3</u> kW, per unit
<u>Auxiliary Losses:</u> <u>First Step of Forced Cooling</u>	<u>Second Step of Forced Cooling</u>	<u>Total Auxiliary Losses</u>
<u>                    </u> kW	<u>                    </u> kW	<u>2.5</u> kW, per unit

### OPTIONAL ADDERS WITH PRICING:

The Owner requests an adder for a **4-year extension** to the warranty specified in Section 16320 SUBSTATION POWER TRANSFORMER. During this additional 4-year period, the Materialman's responsibilities are identical to those specified in Section 16320 except that transportation, removal or installation is excluded. The Adder, per unit, is \$ 52,300 (per unit).

The place of manufacture for the Proposal is Ellisville, MS.

### PROJECT LOCATION AND SCHEDULE:

Delivery Site: North Green Street Substation, Northwest of intersection of North Green Street and Forbes Lane, Tupelo, MS 38804

Delivery Period: May 2024

Delivery Constraints: Shipments arriving after 2:00 p.m. local time on weekdays or arriving on

weekends or holidays shall not be offloaded until the next working day and the Materialman shall be responsible for any demurrage.

Site Conditions: The transformer is part of rehabilitation of an existing substation. The substation will be energized during offloading, assembly and field testing. **Materialman is responsible for assessing and including an appropriate delivery method in its bid.**

Field Assembly Completion Date: Oct. 15, 2024

Materialman will provide transportation to the Delivery Site by truck (e.g., truck, rail, ocean vessel).

An alternate Delivery Period of \_\_\_\_\_ to \_\_\_\_\_ is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a bid price **DEDUCT per unit** of \$ \_\_\_\_\_ is offered.

The Materialman shall provide shop drawings, as specified in Section 01341 – SHOP DRAWINGS, See cover letter. weeks after receipt of order.

The Materialman shall provide "FOR CONSTRUCTION" drawings at least **6 weeks** prior to shipping.

Field Assembly, when required, will be performed by field service representatives from Howard Industries (provide name of Field Service Firm).

## LABOR RELATIONS:

The nearest labor contract expiration date associated with the design, manufacture, delivery or installation of the transformer is \_\_\_\_\_.

## GENERAL:

In submitting this PROPOSAL FORM, the Materialman agrees as follows:

The prices set forth herein include any and all 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 the period specified in Document 00021 - INVITATION TO BIDDERS and shall include the cost of:

1. Delivery to the job site.
2. Offloading onto an Owner furnished concrete pad.
3. Assembly, if any, of bushings, radiators and/or equipment shipped separately from the main body of the transformer. This includes the cost of a crane and other tools required to complete this assembly.
4. Field inspection, testing, and certification.
5. All other labor or other costs to provide the Owner with transformer filled with insulating liquid and ready for external connection.

The Evaluated Losses are guaranteed by the Materialman. If transformer test losses exceed the guaranteed losses, the Contract Amount will be adjusted as described in Section 16320 - SUBSTATION POWER TRANSFORMER.

**EVALUATION OF BIDS:**

In order to determine the lowest responsive and responsible bid, the Owner will consider, in addition to the price quoted on the PROPOSAL FORM, the following:

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

The prices submitted for spare parts, if applicable, will not be used in the evaluation.

**TITLE AND RISK OF LOSS:**

Title of each equipment item shall pass to the Owner when all of the following have occurred:

1. Delivery and placement of equipment onto foundation at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test by the Materialman's Field Services Representative
4. Certification that the unit is ready to place in service.
5. Acceptance by the Owner following completion of Item 4.
6. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment.

The Materialman shall submit bids on this BID FORM. Submit complete BID FORM 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):

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
_____	_____
_____	_____

**EXCEPTIONS:** Any and all exceptions that the Materialman takes to the attached specifications shall be itemized on this PROPOSAL FORM. All items or exceptions not listed on this BID FORM will be deemed in full compliance of these specifications. Detailed description of the exceptions may be provided elsewhere in the bid materials. The Bidder shall indicate to which specification sections and paragraphs the exceptions apply or indicate no exceptions.

Specification SectionAssociated with EXCEPTIONDescription of ExceptionSection 01090 item 1.03.AUL RequirementsSection 16320 item 2.03.D.6SPR seal-in relays 909-200-01 or  
909-210-01. We are offering 909-300  
series.Section 16320 item 2.03.E.5.aNot all wiring will use ring type wire lugs.Section 16320D item 2.03.B.2Remote I/O Module. Based on previous  
designs, HI assumes that no SEL-2505  
or associated components are required.Section 3.01.E.10.cTaking exception on having pass/fail  
limitation based on the uV limits.

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

MATERIALMAN: Howard Industries

BY: Joey Brown

TITLE: Regional Sales Manager

MAILING  
ADDRESS: PO Box 1588

DATE: 3/28/2023

Laurel, MS 39441

TELEPHONE: 601.422.1910

STREET  
ADDRESS: 3225 Pendorff Rd.

FAX: 601.649.8090

Laurel, MS 39440

EMAIL: joeybrown@howard-ind.com

PRINCIPAL  
CONTACT: Casey Turner, Howard Agency

TELEPHONE: 601.433.8630

EMAIL: cturner@howard-ind.com

ALTERNATE  
CONTACT: Joey Brown

TELEPHONE: 601.422.1910

EMAIL: joeybrown@howard-ind.com

END OF DOCUMENT

## Medium Power Design Summary

<b>Today's Date:</b> 14-Feb-23		<b>Quotation No.</b> ME6360001		<b>Designer:</b> JTN/VT	
<b>Specification No.</b> North Green Street Sub		<b>Customer Name:</b> Tupelo Water & Light			
<b>Power Rating [MVA]:</b> 22.5/30/37.5 – 25.2/33.6/42		<b>Rise [°C]</b> 55/65		<b>No. Phases</b> Three	
<b>Cooling Class:</b> ONAN/ONAF/ONAF MINERAL OIL		<b>Frequency</b> 60		<b>Phase Relation</b> Dyn1	
<b>HV Terminal:</b>		<b>Windings material :</b> Copper			
Rated voltage: 161700		Wdg Connection: D			
HV taps: 169400/165550/161700/157850/154000		Line BIL [kV]: 650			
		Neutral BIL [kV]: N/A			
<b>LV Terminal:</b>		<b>Wdg Connection:</b> Y			
Rated voltage: 13090		Line BIL [kV]: 150			
LV taps: N		Neutral BIL [kV]: 150			
<b>TV or LV2:</b>		<b>Wdg Connection:</b> N/A			
Rated voltage: none		Winding BIL [kV]: N/A			
LV taps: none					
<b>Performance Characteristics:</b>		NLL \$/kW: 5331		LL \$/kW: 1277	
Loss tap: Quoted					
No load loss at 100% kV	161.7 kV	14.40 kW at 3-N	%IZ @ base MVA 9.50%		
Load loss in kW at MVA	22.5 MVA	76.90 kW at 3-N	%Iex @ [100%/110%] 0.200 0.800		
Aux. Loss @ max MVA [kW]	2.50	Sound Pressure min/max 72.00 73.00			
Efficiency @ unity P.F. :	125% 100% 75% 50% 25%	load => 43.273%			
	99.52 99.60 99.66 99.70 99.66	Eff <sub>max</sub> => 99.705			
Regulation @ 100% load:	1.00 P.F. (lag) = 0.792	x/r = 27.8			
	0.80 P.F. (lag) = 6.243				
<b>Approximate Weights &amp; Dimensions:</b>					
Base - Length X Width [Inches]	134.75	81.75	Assembled Wgt [LBS] 130063		
Overall - L x W x H	136	176	251	Untanking Wgt [LBS] 52813	
Liquid - gallons // pounds	5585	41890	Untanking E [plus sling] 332		
Shipping Wgt with oil [LBS]	115120	Shipping LxWxH (in)		136	103 161
Shipping Wgt without oil [LBS]	73230	Hgt Tnk-D		154	

\*SHIPPING CONFIGURATION WITHOUT RADIATORS, BUSHINGS, ATC

Howard Industries, Inc.  
**Standard Terms and Conditions of Sale  
for Medium Power Transformers**

These Terms and Conditions shall govern the sale of medium power transformers (hereinafter "Equipment") manufactured by Howard Industries, Inc. (hereinafter the "Supplier"). Purchaser accepts these Terms and Conditions as applicable to this sale, notwithstanding any purported terms and conditions contained in any document prepared by Purchaser in connection with this sale. Additional or different terms and conditions offered by Purchaser are objected to by Supplier and shall not apply to this sale unless specifically agreed to in writing signed by Supplier. These Terms and Conditions may not be modified without the express written consent of Supplier.

1. **ACCEPTANCE.** No orders shall be binding upon Supplier until accepted in writing by the Supplier at its headquarters office in Laurel, Mississippi. The Supplier's acceptance of the Purchaser's order is conditioned upon the Purchaser's assent to the Terms and Conditions set forth herein, and that they shall be deemed as part of such order. No modified or other conditions shall be recognized by the Supplier unless specifically agreed to in writing signed by the Supplier, and failure of the Supplier to object to provisions contained in any purchase order or other communication from a Purchaser shall not be construed as a waiver of these conditions nor an acceptance of any such provisions.
2. **CHANGE, CANCELLATION.** No order accepted by the Supplier may be altered or modified by the Purchaser unless agreed to in writing signed by the Supplier, and no such order may be canceled or terminated by the Purchaser except with the written consent of the Supplier and upon payment of the Supplier's losses, damages and expense arising from such cancellation or termination as defined in Supplier's Cancellation/Delay Policy.
3. **PRICING POLICY.** Unless otherwise stated in writing, quoted prices shall be firm only for the duration of the quotation and only for shipment within the quoted leadtime. All prices are stated in U.S Dollars. Unless otherwise stated on the Supplier's quotation, prices do not include costs of installation, setup, field testing, start-up services, training any other on-site services or taxes.
4. **TERMS OF PAYMENT.** Terms of payment are net 30 days from date of invoice, unless otherwise specifically agreed in writing. A late charge of one and one half percent (1-1/2%) per month shall be applicable to past due balances. If shipment is delayed by Purchaser, the invoice shall issue when the Supplier is prepared to ship. If Purchaser fails to pay any invoice in full within the time stated in the payment terms hereof, Supplier may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.
5. **TAXES.** Price does not include sales, use, excise, or any other taxes related to the transaction, for which Purchaser assumes liability wherever applicable to this contract, unless otherwise agreed in writing. Purchaser shall self-assess itself for the gross amount of any present or future sales, use, excise, value-added, transactional, or other

similar tax applicable to the sale or delivery of Equipment furnished under any agreement, contract, or purchase order to which these Terms and Conditions apply and shall fully pay and remit the same to the Supplier with a properly completed tax exemption certificate. Purchaser shall fully indemnify and hold harmless the Supplier from any and all liability for the payment of any taxes or penalties or interest hereon due or claimed to be due as a result of the sale or delivery of Equipment.

6. **FREIGHT, DELIVERY, TITLE AND RISK OF LOSS, DETENTION.** Prices are F.O.B. jobsite or nearest rail siding, freight prepaid and allowed, to the jobsite or nearest rail siding, provided jobsite or rail siding is readily accessible for standard delivery, unless otherwise agreed in writing. Title and risk of loss shall pass to Purchaser upon delivery. Payment of any detention charges assessed by the carrier is the Purchaser's responsibility.
7. **FORCE MAJEURE.** Supplier shall not be liable for any loss, damage, detention, or delays of its performance or of its supplier's or vendor's failure to deliver materials to it due to fire, floods, hurricanes, tornadoes or other unusual weather conditions, prerequisite work by Purchaser or Purchaser's subcontractors, riots, acts of God, acts of the public enemy, strikes, slowdowns, or labor disputes, acts of terrorism, war, embargo, delay in transportation, inability to obtain necessary labor, material or manufacturing facilities, governmental act, authority, regulation or requests, whether at Supplier's operations or at the operations of a supplier or vendor to Supplier, or other similar or unforeseeable cause beyond the control of the Supplier. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay, plus a reasonable time for resuming performance. If shipping or progress of work is delayed or interrupted for any cause for which the Purchaser is directly or indirectly responsible, and additional costs (including storage costs) are incurred by Supplier due to such delays, the Purchaser shall reimburse the Supplier for such added costs plus reasonable profit thereon.
8. **INSTALLATION.** All equipment shall be installed by and at the expense of Purchaser unless otherwise agreed in writing. Assistance requested by Purchaser shall be chargeable at standard rates plus living and travel expenses, unless otherwise agreed in writing.

**WARRANTIES.** Howard Industries, Inc. (hereinafter "Supplier") warrants to the original Purchaser that medium power substation transformers (hereinafter "Equipment") manufactured by Supplier shall be manufactured according to industry standards, the Purchaser's bid specifications, and Supplier's proposal, and shall be free from defects in material and workmanship under normal use and service for a period of one year after delivery.

If within such period any such Equipment shall be proved to Supplier's satisfaction to be defective, such Equipment shall be repaired or replaced at the Supplier's option, with all removal and re-installation to be at Purchaser's expense. Decision on the method and extent of repairs rests solely with Supplier. Supplier's obligation hereunder shall be limited to such repair or replacement, F.O.B. its factory, and shall be conditioned upon Supplier's receiving written notice of any alleged defect within ten (10) days after its discovery and at Supplier's option, return of such Equipment or parts prepaid to its factory.

This Warranty shall not apply to Equipment that has been subjected to negligence, abuse, accident, damage by circumstances beyond Supplier's reasonable control, or improper installation, operation, maintenance or storage, or modification not made by Supplier, nor to operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00. In order to be covered by this Warranty, the Equipment must be fully protected by properly installed and coordinated voltage surge suppressors, current overload and other current protective devices. These protective devices must be rated, set, and adjusted to protect the equipment in accordance with commonly accepted industry standards and practices.

**THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE. SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.**

9. **COMPLIANCE WITH LAWS, STANDARDS, REGULATIONS.** The Supplier's Equipment shall be manufactured to comply with all recognized standards and regulations commonly applicable to such products sold in the United States of America. Supplier shall comply with other local, state, and foreign laws, regulations, or standards only after receiving written notification by Purchaser of the existence and requirement of such laws, regulations, or standards and only after Supplier has agreed in writing to comply.
10. **LIMITATION OF LIABILITY.** Supplier shall in no event be liable to Purchaser or Purchaser's customer for any indirect, incidental, special or consequential damages whatsoever, whether in tort (including negligence), strict liability, or contract, including, but not limited to, loss of profits or revenue, loss of use of Equipment or any associated equipment, cost off capital, cost of substitute equipment, facilities or services, or loss of value added to the Equipment after receipt and acceptance by Purchaser. Under no circumstances shall Supplier's liability exceed the contract price for the particular Equipment upon which liability is claimed. Any action for breach of contract or otherwise must be commenced within one year after the cause of action has occurred.
11. **PATENTS, COPYRIGHTS.** If Purchaser receives a claim that any Equipment manufactured by Supplier infringes a U.S. Patent or Copyright, Purchaser shall promptly notify Supplier in writing and give Supplier information, assistance and exclusive authority to evaluate, defend, and settle such claim. Supplier shall then at its own expense and option (1) settle such claim; (2) procure for Purchaser the right to use such Equipment; (3) modify the Equipment to avoid infringement; (4) replace the Equipment with functionally equivalent non-infringing Equipment; (5) remove the Equipment and refund the purchase price less accrued depreciation; or (6) defend against such claim. Provided such timely notice, information, assistance and authority has been given by Purchaser to Supplier, should any court of competent jurisdiction

hold such Equipment to constitute infringement, Supplier shall pay any costs and damages finally awarded on account of such infringement and, if the use of such Equipment is enjoined, Supplier shall take at its option one or more of the actions under (2), (3), (4), or (5) above. With respect to any equipment not manufactured by Supplier, the patent and copyright indemnity, if any, given by the manufacturer thereof shall apply in place of the foregoing indemnity.

The forgoing indemnity shall not apply to (a) any claim that arises out of Supplier's compliance with the specification or design of Purchaser or (b) any claim of infringement resulting from the use of Equipment in combination with other equipment and materials not furnished by Supplier. Purchaser shall hold Supplier harmless and indemnified against all such claims. The rights and obligations of the parties with respect to Patents and Copyrights are solely and exclusively as stated herein.

12. **SUBSTITUTES, CHANGES.** Supplier reserves the right to make reasonable changes to Equipment of any kind without notice, and to deliver revised designs or models of Equipment against any order, unless this right is specifically waived in writing. Supplier shall have no responsibility whatsoever with respect to changes made by the manufacturer of equipment sold but not manufactured by the Supplier. Changes or revisions requested by Purchaser, including implementation of such changes or revisions, are subject to Supplier's prior written approval and acceptance and to applicable adjustments in price, scheduling and other affected terms and conditions. The Supplier's time for performance shall be extended to allow for any additional design or production time made necessary by such changes or revisions. Purchaser shall hold the Supplier harmless for any and all claims, liability, and damage arising from any such changes or revisions requested by purchaser.
13. **RETURNS.** Equipment may be returned only with the prior written consent of Supplier. Upon return, Supplier shall inspect equipment and determine the allowable credit, if any, less allowance for freight, restocking, restoration to sellable condition, non-stock parts, and obsolescence. Equipment returned without Supplier's prior written authorization shall remain the property of Purchaser, and Supplier shall assume no responsibility for loss or damage thereto, or cost of future disposition of such equipment.
14. **GOVERNING PROVISIONS.** These Terms and Conditions and any subsequent contract or agreement of purchase or sale to which these Terms and Conditions are a part or in which these Terms and Conditions are referred to shall be interpreted, construed, and enforced in accordance with the laws of the State of Mississippi. Any action arising out of or related to the agreement, contract, or purchase order to which these Terms and Conditions apply or are a part shall be brought in the Chancery Court, Second Judicial District, Jones County, Mississippi.
15. **SEVERABILITY.** If any article, phrase, provision or portion of these Terms and Conditions is, for any reason, held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, phrase, provision or portion so adjudged will be deemed separate, distinct and independent and the remainder of these Terms and Conditions will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication.

- 16. WAIVER.** No delay or omission in the exercise of any right under these Terms and Conditions will impair any such right or will be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. If any of the Terms and Conditions are breached and thereafter waived, such waiver will be limited to the particular breach so waived and will not be deemed to be a waiver of any other breach under these Terms and Conditions.

**Howard Industries, Inc.**  
**Standard Warranty for Medium Power Substation Transformer**

Howard Industries, Inc. (hereinafter "Supplier") warrants to the original Purchaser that medium power substation transformers (hereinafter "Equipment") manufactured by Supplier shall be manufactured according to industry standards, the Purchaser's bid specifications, and Supplier's proposal, and shall be free from defects in material and workmanship under normal use and service for a period of one year after delivery. If within such period any such Equipment shall be proved to Supplier's satisfaction to be defective, such Equipment shall be repaired or replaced at the Supplier's option, with all removal and re-installation to be at Purchaser's expense. Decision on the method and extent of repairs rests solely with Supplier. Supplier's obligation hereunder shall be limited to such repair or replacement, F.O.B. its factory, and shall be conditioned upon Supplier's receiving written notice of any alleged defect within ten (10) days after its discovery and at Supplier's option, return of such Equipment or parts prepaid to its factory.

This Warranty shall not apply to Equipment that has been subjected to negligence, abuse, accident, damage by circumstances beyond Supplier's reasonable control, or improper installation, operation, maintenance or storage, or modification not made by Supplier, nor to operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00. In order to be covered by this Warranty, the Equipment must be fully protected by properly installed and coordinated voltage surge suppressors, current overload, and other current protective devices. These protective devices must be rated, set, and adjusted to protect the equipment in accordance with commonly accepted industry standards and practices. For this warranty to be valid, Supplier requires that both primary and secondary be protected from lightning surges with arresters mounted on the transformer tank. Any other location must be approved by Supplier.

**THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE. SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.**

**Howard Industries, Inc.**  
**Medium Power Transformer Five-Year Warranty**

Howard Industries, Inc. (hereafter "Supplier") warrants to the original Purchaser that the complete medium power substation transformer, along with all parts included in the original purchase (hereinafter "Equipment"), that the Equipment will be free from defects in material and workmanship under normal use and service for a period of Five (5) years from the date of delivery of the Equipment to its destination.

This Warranty shall not apply to Equipment that has been subjected to negligence, abuse, accident, or damage after delivery to Purchaser; or improper installation, operation, maintenance or storage, or modification not made by Supplier, or operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00. For this warranty to be valid, Supplier requires that both primary and secondary be protected from lightning surges with arresters mounted on the transformer tank. Any other location must be approved by Supplier.

Supplier's Customer Service Representative must be present during field assembly, vacuum filling (if required) and inspection of the installation prior to energization. Purchaser forfeits the provisions of the Five Year Warranty if these service requirements are not followed.

If any part is found to contain defects in material and/or workmanship during the five year warranty period, Supplier's liability and Purchaser's remedies under this warranty shall be limited solely to repair or replacement, at Supplier's option, of the defective part. Decision on the method and extent of repairs rests solely with Supplier. Purchaser shall give Supplier prompt written notice of any claim hereunder. Supplier shall be given a reasonable opportunity to investigate all claims, and no parts may be returned to Supplier without authorization and instructions from the Supplier's Customer Service Department.

During the first year this Warranty covers: (1) any freight within the forty-eight contiguous states by common carrier in full and (2) the cost of removal from the site and re-installation after repair, subject to a limit of 10% of the original selling price. Costs of moving structures or associated equipment are excluded. During the last four years of the warranty period, removal, transportation, moving and reinstallation costs are excluded from this warranty.

**THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE. SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.**

**Howard Industries  
Medium Power Transformer  
Cancellation/Delay Policy**

1. This Policy describes the agreement between Howard Industries (hereinafter "Howard") and Purchaser regarding cancellation or delay by Purchaser of a purchase order for a medium power transformer.
2. Howard shall agree to the cancellation or delay of a purchase order only upon receipt of a written notice from Purchaser.
3. For cancellation notice received and accepted by Howard at least six (6) months prior to the scheduled shipping date, Purchaser shall be liable for a cancellation charge equal to the actual expenses incurred by Howard prior to receiving the notice of cancellation, including but not limited to the cost of raw materials, labor, and overhead.
4. For cancellation notice received and accepted by Howard with less than six (6) months remaining to the scheduled shipping date, Purchaser shall be liable for a cancellation charge equal to the actual expenses incurred by Howard prior to receiving the notice of cancellation, including but not limited to the cost of raw materials, labor, and overhead, plus ten (10) percent of the purchase price of the transformer. Such cancellation charge shall be limited to one hundred (100) percent of the purchase price of the transformer.
5. For delay notice received and accepted by Howard, Purchaser shall be liable for a delay charge equal to the actual expenses incurred by Howard prior to receiving the notice of delay, including but not limited to the cost of raw materials, labor, and overhead. Such delay charge shall be invoiced on the originally scheduled shipping date and shall be considered as partial payment against the purchase price of the transformer.
6. For delay notice that extends the shipping date more than three (3) months, Howard shall reserve the right to renegotiate the purchase price of the transformer to compensate for carrying cost and for any unavoidable changes in raw material and production costs that have occurred as a result of the delay.

## **Storage Policy For Medium Power Substation Transformers**

Howard Industries has limited facilities for storing new transformers and substations in the event that delivery cannot be accepted upon completion of manufacture. The facilities are intended for short-term storage only; therefore higher rates apply for storage exceeding six months.

1. In order to comply with requirements for bill-and-hold transactions, it is required that Howard Industries receive a signed Request for Storage per the attached and submitted on the Purchaser's letterhead, prior to placing any equipment into storage. "Notification" to Howard Industries is defined as receipt of the signed Request for Storage at our offices.
2. The charge to move the transformer into and out of storage is \$2,500 in/\$2,500 out.
3. One percent of the unit price shall be charged for each month, or portion of month, of storage. The minimum charge for storage shall be \$1,500 per month. After six months in storage the monthly rate increases to one and one half percent of the unit price (\$3,000 per month minimum).
4. Transformer will be invoiced when placed into storage.
5. Terms of payment are Net 30 days from date of invoice.
6. If there are any increases in freight rates from the time the equipment is invoiced to the time it is actually shipped, customer will be invoiced for the additional freight costs.
7. Howard Industries requests four weeks advance notification for shipping out of storage to insure shipping preparations are completed in time to meet the designated ship date.

NOTES: 1) Title passes to Purchaser at the time the transformer invoice is paid, however Howard Industries will insure the equipment from damage until it is received and accepted at the destination as originally quoted. Warranty starts upon arrival at the destination or six months after completion of manufacture, whichever occurs first.

2) Unless otherwise stated, this policy applies only for equipment manufactured at Howard Industries.

3) Storage by Howard Industries is contingent upon the availability of storage space at the facility.

**Storage Policy  
For Medium Power Substation Transformers**

**REQUEST FOR STORAGE**

(NOTE: This request must be submitted on Purchaser's letterhead)

\_\_\_\_\_  
(Purchaser - Company Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**Howard Industries  
P.O. Box 1588, Laurel, MS 39441**

ATTN: \_\_\_\_\_  
Marketing Department

REF: Customer's Purchase Order No. \_\_\_\_\_  
Howard Industries Order No. \_\_\_\_\_

\_\_\_\_\_ hereby requests that Howard Industries  
(Purchaser - Company Name)  
store at your \_\_\_\_\_ location our power transformer purchased on the  
(City and State)  
above referenced purchase order. The tentative release date from storage shall be \_\_\_\_\_.

We acknowledge receipt of the Howard Industries Storage Policy, and agree to the terms set forth in that document.

Sincerely yours,

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

**COST-BASED PRICE ADJUSTMENT POLICY EP-8  
APPLICABLE TO MEDIUM POWER SUBSTATION TRANSFORMERS**

Prices for medium power substation transformers shall be subject to increase or decrease based on changes in key transformer cost factors that have occurred since the date of the quotation. Final costs will be established for each specific substation transformer order.

Example

Cost As of Date of Quotation	Final Cost As of Date of Purchase	Quoted Transformer Price	Change in Cost	New Transformer Price
\$261,906	\$275,001	\$327,382	\$13,095	\$340,477

## DOCUMENT 00302 PROPOSAL FORM

Date: 3/29/2023

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	161/15 kV 22.5/30/37.5 MVA Power Transformer	\$ <u>972,551</u>

**Losses shall be quoted on a per unit basis.** The Guaranteed Evaluated Losses are calculated as outlined in Section 16320 - SUBSTATION POWER TRANSFORMER and Section 16320D - DATA SHEET. The guaranteed losses **per unit** for the BASE BID are as follows:

<u>No Load Losses</u> <u>Rated Voltage (20°C)</u>	<u>Load Losses</u> <u>ONAN rating (75°C)</u>	<u>Guaranteed Total Losses</u> <u>(excluding auxiliary losses)</u>
<u>15.6</u> kW	<u>87.6</u> kW	<u>103.2</u> kW, per unit
<b>Auxiliary Losses:</b>		
<u>First Step of Forced Cooling</u>	<u>Second Step of Forced Cooling</u>	<u>Total Auxiliary Losses</u>
<u>1</u> kW	<u>2</u> kW	<u>3</u> kW, per unit

### OPTIONAL ADDERS WITH PRICING:

The Owner requests an adder for a **4-year extension** to the warranty specified in Section 16320 SUBSTATION POWER TRANSFORMER. During this additional 4-year period, the Materialman's responsibilities are identical to those specified in Section 16320 except that transportation, removal or installation is excluded. The Adder, per unit, is \$\_\_\_\_\_ (per unit).

The place of manufacture for the Proposal is Apodaca, NL, Mexico.

### PROJECT LOCATION AND SCHEDULE:

Delivery Site: North Green Street Substation, Northwest of intersection of North Green Street and Forbes Lane, Tupelo, MS 38804

Delivery Period: May 2024

Delivery Constraints: Shipments arriving after 2:00 p.m. local time on weekdays or arriving on

weekends or holidays shall not be offloaded until the next working day and the Materialman shall be responsible for any demurrage.

**Site Conditions:** The transformer is part of rehabilitation of an existing substation. The substation will be energized during offloading, assembly and field testing. **Materialman is responsible for assessing and including an appropriate delivery method in its bid.**

Field Assembly Completion Date: 124-126 weeks

Materialman will provide transportation to the Delivery Site by Truck (e.g., truck, rail, ocean vessel).

An alternate Delivery Period of Not considered to \_\_\_\_\_ is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a bid price **DEDUCT per unit** of \$ \_\_\_\_\_ is offered.

The Materialman shall provide shop drawings, as specified in Section 01341 – SHOP DRAWINGS, 34-38 weeks after receipt of order.

The Materialman shall provide "FOR CONSTRUCTION" drawings at least **6 weeks** prior to shipping.

Field Assembly, when required, will be performed by field service representatives from Manufacturer team (provide name of Field Service Firm).

## LABOR RELATIONS:

The nearest labor contract expiration date associated with the design, manufacture, delivery or installation of the transformer is TBD.

## GENERAL:

In submitting this PROPOSAL FORM, the Materialman agrees as follows:

The prices set forth herein include any and all 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 the period specified in Document 00021 - INVITATION TO BIDDERS and shall include the cost of:

1. Delivery to the job site.
2. Offloading onto an Owner furnished concrete pad.
3. Assembly, if any, of bushings, radiators and/or equipment shipped separately from the main body of the transformer. This includes the cost of a crane and other tools required to complete this assembly.
4. Field inspection, testing, and certification.
5. All other labor or other costs to provide the Owner with transformer filled with insulating liquid and ready for external connection.

The Evaluated Losses are guaranteed by the Materialman. If transformer test losses exceed the guaranteed losses, the Contract Amount will be adjusted as described in Section 16320 - SUBSTATION POWER TRANSFORMER.

**DELIVERY AND INSTALLATION:**

The transformers shall be delivered to the Delivery Site during the Delivery Period specified above. The Delivery Period defines the time during the project schedule from completion of the concrete pad until other project tasks could make the pad inaccessible. Delivery outside the specified Delivery Period could result in liquidated damages being assessed. Field assembly shall be completed on or before the Field Assembly Completion 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.

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 FORM by the Completion 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 Completion 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 \$500 per day.

**BID ATTACHMENTS:**

Additional information and drawings shall be attached to and become a part of this PROPOSAL FORM shall include, but not be limited to, the following:

1. Outline Drawings.
2. Transformer Dimensions, Weights.
3. Transformer Insulating Liquid Capacity (Tank & Total).
4. Winding Design Type.
5. Impedance.
6. Regulation Value.
7. Lightning Arrester Data.
8. Sound Levels At All Ratings.
9. Qualifications of the Materialman's Field Representative.
10. Schedule of field tests, if different from those specified in SECTION 16320.
11. Complete listing of transformers of proposed design and rating of this manufacturer that have been short-circuit tested. The listing shall include all units tested and designated as development test or test required by customer specification. Test results, winding type and winding material shall be included. Unsuccessful tests shall be explained with appropriate comments as to design changes and subsequent testing and results.

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

**EVALUATION OF BIDS:**

In order to determine the lowest responsive and responsible bid, the Owner will consider, in addition to the price quoted on the PROPOSAL FORM, the following:

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

The prices submitted for spare parts, if applicable, will not be used in the evaluation.

**TITLE AND RISK OF LOSS:**

Title of each equipment item shall pass to the Owner when all of the following have occurred:

1. Delivery and placement of equipment onto foundation at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test by the Materialman's Field Services Representative
4. Certification that the unit is ready to place in service.
5. Acceptance by the Owner following completion of Item 4.
6. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment.

The Materialman shall submit bids on this BID FORM. Submit complete BID FORM 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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXCEPTIONS:** Any and all exceptions that the Materialman takes to the attached specifications shall be itemized on this PROPOSAL FORM. All items or exceptions not listed on this BID FORM will be deemed in full compliance of these specifications. Detailed description of the exceptions may be provided elsewhere in the bid materials. The Bidder shall indicate to which specification sections and paragraphs the exceptions apply or indicate no exceptions.

Specification SectionAssociated with EXCEPTIONDescription of ExceptionExceptions listed into proposal.Terms & ConditionsGE Standard terms-PGE2023

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

MATERIALMAN: GE PROLEC TRANSFORMERS INC

BY: Matt Webb

TITLE: Product Sales Specialist

MAILING

ADDRESS: 1224 Commerce St

DATE: 03/28/2023

SW Suite J

TELEPHONE: 919-330-7705

Conover, NC 28613-0001

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

STREET

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

EMAIL: matthew.webb@ge.com



PRINCIPAL

CONTACT: Jason Simon

TELEPHONE: 901-491-4710

EMAIL: jsimon@hvsales.com

ALTERNATE

CONTACT: Scott Owens

TELEPHONE: 864-979-6904

EMAIL: scott.owens@ge.com

END OF DOCUMENT

**DOCUMENT 00531  
MATERIALS CONTRACT**

AGREEMENT made as of \_\_\_\_\_, between **Tupelo Water and Light** (hereinafter called the "Owner"), a Municipal Electric Utility organized and existing under the laws of the State of Mississippi and \_\_\_\_\_ (hereinafter called the "Materialman"), a corporation organized and existing under the laws of the State of \_\_\_\_\_.

WHEREAS, the Owner and the Materialman desire to enter into this contract for the furnishing of materials, supplies and equipment (hereinafter called "Materials") for the Project,

NOW THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

**ARTICLE I - GENERAL**

SECTION 1. The Materialman agrees to sell and deliver to the Owner and the Owner agrees to purchase and receive from the Materialman the following Materials in accordance with the provisions of the Table of Contents, Invitation to Bidders, Bidding Instructions, Materialman's Proposal, General Conditions, Supplementary Conditions, Specifications and other items, attached hereto and made part hereof:

**One (1) Power Transformer**

Total Contract Price \$ 972,551 USD

**ARTICLE II - PAYMENT**

Upon the shipment of any Materials hereunder, the Materialman shall submit to the Owner a detailed invoice duplicate of the Materials shipped. Within 30 days after delivery and acceptance of the Materials, the Owner shall make payment in the amount of 95 percent of the value of the equipment and materials delivered at the destination but not prior to the delivery dates contained in the specifications. After energization of the equipment or within four (4) calendar months after delivery, whichever is first, the Owner will promptly pay the additional 5 percent due.

**ARTICLE III - DEFECTIVE MATERIALS AND WORKMANSHIP**

SECTION 1. All materials furnished hereunder shall be subject to the inspection, tests, and approval of the Owner and the Materialman shall furnish all information required concerning the nature or source of any Materials and provide adequate facilities for testing and inspecting the Materials at the Plant of the Materialman.

SECTION 2. The materials furnished hereunder shall become the property of the Owner when delivered at the point to which shipment is to be made, provided, however, that the Owner may reject any such materials as do not comply with the Specifications for materials and warranties of the Materialman and manufacturers and any defective materials either before or after incorporation of such materials into the Project; provided such rejection is made in accordance with Warranty requirements of the attached technical section of this Specification. Upon any such rejection, the Materialman shall replace the rejected Materials with Materials complying with the Specifications for Materials and warranties at the original delivery destination(s). The Owner shall return the rejected materials at the same destination(s). In the event of the failure of the Materialman to replace rejected Materials, the Owner may make such replacement and the cost and expense thereof shall be paid by and recoverable from the Materialman.

**ARTICLE IV - MISCELLANEOUS**

SECTION 1. All manufacturer's guaranties of Materials shall be transferred and assigned to the Owner upon delivery of any Materials and before payment is made for such Materials. Such guaranties shall be in addition to those required of the Materialman by other provisions of this contract.

SECTION 2. The Materialman shall hold harmless and indemnify the Owner, its agents and employees, from any and all claims, suits and proceedings for infringement of any patent or patents covering Materials purchased hereunder. The Materialman shall defend any suit or proceeding brought against the Owner, its agents or employees, based upon a claim that the materials or any part thereof constitute an infringement of any patent, or if the Materialman shall fail to defend such suit or proceeding, the Owner may do so and the Materialman shall make reimbursement for the expense of such litigation. If the Materials, or any part thereof, are held to constitute infringement and the use thereof is enjoined the Materialman shall, at its own expense, either procure for the Owner the right to continue to use the Materials, or such part thereof, or shall replace the Materials, or such part thereof, with non-infringing materials.

SECTION 3. Simultaneously with the final payment to the Materialman, as provided herein, the Materialman shall deliver to the Owner duplicate original releases of lien of subcontractors, if any.

SECTION 4. In the event that any of the provisions of this contract are violated by the Materialman or by any of the Materialman's subcontractors, the Owner may serve a written notice of intention to terminate such contract upon the Materialman, which notice shall specify the reasons therefor. Unless within ten (10) days after the serving of such notice upon the Materialman such violation shall cease and an arrangement for the correction thereof satisfactory to the Owner be made, this contract shall, upon the expiration of the said ten days, cease and terminate. In the event of any such termination, the Owner may purchase the Materials necessary for complete performance of this contract for the account and at the expense of the Materialman, and the Materialman shall be liable to the Owner for any excess cost occasioned thereby. The foregoing shall be in addition to every right or remedy now or hereafter existing at law or in equity or by statute.

SECTION 5. Each and all of the covenants and agreements, herein contained shall extend to and be binding upon the successors and assigns of the parties hereto. However, the Materialman shall not assign this contract or any part thereof or enter into any contract with any person, firm or corporation for the performance of the Materialman's obligations hereunder, or any part thereof, without the approval in writing, of the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives all as of the day and year first above written.

Owner:

Materialman:

Tupelo Water and Light

Signed: \_\_\_\_\_

Signed: Matt Webb

Type/Print: \_\_\_\_\_

Type/Print: Matt Webb

Title: \_\_\_\_\_

Title: Product Sales Specialist

Signed subject to GE Proposal 241377

END OF DOCUMENT



## ***Pennsylvania Transformer Technology, Inc.***

30 Curry Avenue • Canonsburg, Pennsylvania 15317-0440

Phone: (724) 873-2100 • Fax: (724) 873-2113



March 20, 2023

Tupelo Water and Light

RE: RFQ No. 81925  
Power Transformer

We are enclosing our proposal P29154 as invited by the referenced inquiry.

We appreciate this opportunity to quote on your transformer requirements and hope that you will find our proposal to be clear, concise, and competitive. If you have any questions, please contact Curtis H. Stout, Inc. at 901-351-6131. If they are unavailable, you may contact us directly at [marketing@patransformer.com](mailto:marketing@patransformer.com).

**Please Note:** In the event of and upon receipt of a purchase order, it is understood that all exception and qualifications contained herein have been read and accepted by the customer.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kirk Kanza', is written over the typed name and title.

Kirk Kanza  
Proposal Engineer

Attachments

## DOCUMENT 00302 PROPOSAL FORM

Date: 3-20-23

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: \*per attached

### BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	161/15 kV 22.5/30/37.5 MVA Power Transformer	\$ <u>1,368,139</u>

**Losses shall be quoted on a per unit basis.** The Guaranteed Evaluated Losses are calculated as outlined in Section 16320 - SUBSTATION POWER TRANSFORMER and Section 16320D – DATA SHEET. The guaranteed losses **per unit** for the BASE BID are as follows:

<u>No Load Losses</u> <u>Rated Voltage (20°C)</u>	<u>Load Losses</u> <u>ONAN rating (75°C)</u>	<u>Guaranteed Total Losses</u> <u>(excluding auxiliary losses)</u>
<u>18.6</u> kW	<u>71.0</u> kW	<u>89.6</u> kW, per unit
<u>Auxiliary Losses:</u>		
<u>First Step of Forced Cooling</u>	<u>Second Step of Forced Cooling</u>	<u>Total Auxiliary Losses</u>
<u>2.4</u> kW	<u>2.4</u> kW	<u>4.8</u> kW, per unit

### OPTIONAL ADDERS WITH PRICING:

The Owner requests an adder for a **4-year extension** to the warranty specified in Section 16320 SUBSTATION POWER TRANSFORMER. During this additional 4-year period, the Materialman's responsibilities are identical to those specified in Section 16320 except that transportation, removal or installation is excluded. The Adder, per unit, is \$70,000(per unit).

The place of manufacture for the Proposal is Canonsburg, PA.

### PROJECT LOCATION AND SCHEDULE:

Delivery Site: North Green Street Substation, Northwest of intersection of North Green Street and Forbes Lane, Tupelo, MS 38804

Delivery Period: May 2024

Delivery Constraints: Shipments arriving after 2:00 p.m. local time on weekdays or arriving on



**DELIVERY AND INSTALLATION:**

The transformers shall be delivered to the Delivery Site during the Delivery Period specified above. The Delivery Period defines the time during the project schedule from completion of the concrete pad until other project tasks could make the pad inaccessible. Delivery outside the specified Delivery Period could result in liquidated damages being assessed. Field assembly shall be completed on or before the Field Assembly Completion 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.

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 FORM by the Completion 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 Completion 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 \$500 per day. \*per attached

**BID ATTACHMENTS:**

Additional information and drawings shall be attached to and become a part of this PROPOSAL FORM shall include, but not be limited to, the following:

1. Outline Drawings.
2. Transformer Dimensions, Weights.
3. Transformer Insulating Liquid Capacity (Tank & Total).
4. Winding Design Type.
5. Impedance.
6. Regulation Value.
7. Lightning Arrester Data.
8. Sound Levels At All Ratings.
9. Qualifications of the Materialman's Field Representative.
10. Schedule of field tests, if different from those specified in SECTION 16320.
11. Complete listing of transformers of proposed design and rating of this manufacturer that have been short-circuit tested. The listing shall include all units tested and designated as development test or test required by customer specification. Test results, winding type and winding material shall be included. Unsuccessful tests shall be explained with appropriate comments as to design changes and subsequent testing and results.

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

**EVALUATION OF BIDS:**

In order to determine the lowest responsive and responsible bid, the Owner will consider, in addition to the price quoted on the PROPOSAL FORM, the following:

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

The prices submitted for spare parts, if applicable, will not be used in the evaluation.

**TITLE AND RISK OF LOSS:**

Title of each equipment item shall pass to the Owner when all of the following have occurred:

1. Delivery and placement of equipment onto foundation at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test by the Materialman's Field Services Representative
4. Certification that the unit is ready to place in service.
5. Acceptance by the Owner following completion of Item 4.
6. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment.

The Materialman shall submit bids on this BID FORM. Submit complete BID FORM 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

none

**EXCEPTIONS:** Any and all exceptions that the Materialman takes to the attached specifications shall be itemized on this PROPOSAL FORM. All items or exceptions not listed on this BID FORM will be deemed in full compliance of these specifications. Detailed description of the exceptions may be provided elsewhere in the bid materials. The Bidder shall indicate to which specification sections and paragraphs the exceptions apply or indicate no exceptions.

**Specification Section**

Associated with EXCEPTION

### Description of Exception

per attached

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

MATERIAL MAN: PTT

BY: [Signature] TITLE: Proposal Engineer

MAILING ADDRESS: 30 Curry Ave DATE: 3-20-23

Canonsburg, PA 15317 TELEPHONE: 724-873-2100

STREET ADDRESS: as above FAX: 724-873-2113

EMAIL: kkaranza@patransformer.com

PRINCIPAL CONTACT: David Snipes TELEPHONE: \_\_\_\_\_

EMAIL: dasnipes@chstout.com

ALTERNATE CONTACT: Kirk Karanza TELEPHONE: 724-873-2100

EMAIL: kkaranza@patransformer.com

END OF DOCUMENT



**VIRGINIA - GEORGIA TRANSFORMER**  
**ONE SOURCE-ONE COMMITMENT**



**TUPELO WATER & LIGHT (TWL)**  
**North Green Street Substation**

**Proposal #: 0230501A | 28 March 2023**

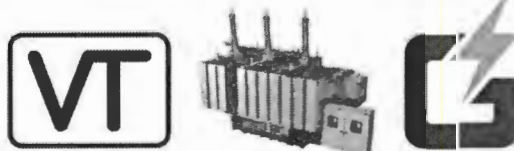
**Customer Contact Information**

North Green Street Substation  
TUPELO WATER & LIGHT (TWL)  
MISSY SHELTON  
CITY HALL P.O. BOX 1485  
TUPELO, MS 38802  
(662) 841-6479

**VTC Contact Information**

JESSE HALL  
540-581-2825  
Jesse\_Hall2@vatransformer.com

220 Glade view Drive, NE Roanoke, 24012  
Phone: 540-345-9892 Fax: 540-342-7694  
[www.vatransformer.com](http://www.vatransformer.com)



**VIRGINIA - GEORGIA TRANSFORMER**  
**ONE SOURCE-ONE COMMITMENT**

# **DOCUMENT 00302 PROPOSAL FORM**

Date: 3/28/23

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	161/15 kV 22.5/30/37.5 MVA Power Transformer	\$ <u>1,349,263</u>

**Losses shall be quoted on a per unit basis.** The Guaranteed Evaluated Losses are calculated as outlined in Section 16320 - SUBSTATION POWER TRANSFORMER and Section 16320D - DATA SHEET. The guaranteed losses **per unit** for the BASE BID are as follows:

<u>No Load Losses</u> <u>Rated Voltage (20°C)</u>	<u>Load Losses</u> <u>ONAN rating (75°C)</u>	<u>Guaranteed Total Losses</u> <u>(excluding auxiliary losses)</u>
<u>16.97</u> kW	<u>59.76</u> kW	<u>76.73</u> kW, per unit
<u>Auxiliary Losses:</u> <u>First Step of Forced Cooling</u>	<u>Second Step of Forced Cooling</u>	<u>Total Auxiliary Losses</u>
<u>1.6</u> kW	<u>1.6</u> kW	<u>3.2</u> kW, per unit

## **OPTIONAL ADDERS WITH PRICING:**

The Owner requests an adder for a **4-year extension** to the warranty specified in Section 16320 SUBSTATION POWER TRANSFORMER. During this additional 4-year period, the Materialman's responsibilities are identical to those specified in Section 16320 except that transportation, removal or installation is excluded. The Adder, per unit, is \$ 40,478 (per unit).

The place of manufacture for the Proposal is Pocatello, Idaho.

## **PROJECT LOCATION AND SCHEDULE:**

Delivery Site: North Green Street Substation, Northwest of intersection of North Green Street and Forbes Lane, Tupelo, MS 38804

Delivery Period: May 2024

Delivery Constraints: Shipments arriving after 2:00 p.m. local time on weekdays or arriving on

weekends or holidays shall not be offloaded until the next working day and the Materialman shall be responsible for any demurrage.

Site Conditions: The transformer is part of rehabilitation of an existing substation. The substation will be energized during offloading, assembly and field testing. **Materialman is responsible for assessing and including an appropriate delivery method in its bid.**

Field Assembly Completion Date: 80-85 weeks after receipt of purchase order

Materialman will provide transportation to the Delivery Site by Truck (e.g., truck, rail, ocean vessel).

An alternate Delivery Period of N/A to N/A is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a bid price **DEDUCT** per unit of \$ N/A is offered.

The Materialman shall provide shop drawings, as specified in Section 01341 – SHOP DRAWINGS, 12-14 weeks after receipt of order.

The Materialman shall provide "FOR CONSTRUCTION" drawings at least **6 weeks** prior to shipping.

Field Assembly, when required, will be performed by field service representatives from Virginia Transformer Company (provide name of Field Service Firm).

#### LABOR RELATIONS:

The nearest labor contract expiration date associated with the design, manufacture, delivery or installation of the transformer is March, 2025.

#### GENERAL:

In submitting this PROPOSAL FORM, the Materialman agrees as follows:

The prices set forth herein include any and all 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 the period specified in Document 00021 - INVITATION TO BIDDERS and shall include the cost of:

1. Delivery to the job site.
2. Offloading onto an Owner furnished concrete pad.
3. Assembly, if any, of bushings, radiators and/or equipment shipped separately from the main body of the transformer. This includes the cost of a crane and other tools required to complete this assembly.
4. Field inspection, testing, and certification.
5. All other labor or other costs to provide the Owner with transformer filled with insulating liquid and ready for external connection.

The Evaluated Losses are guaranteed by the Materialman. If transformer test losses exceed the guaranteed losses, the Contract Amount will be adjusted as described in Section 16320 - SUBSTATION POWER TRANSFORMER.

**DELIVERY AND INSTALLATION:**

The transformers shall be delivered to the Delivery Site during the Delivery Period specified above. The Delivery Period defines the time during the project schedule from completion of the concrete pad until other project tasks could make the pad inaccessible. Delivery outside the specified Delivery Period could result in liquidated damages being assessed. Field assembly shall be completed on or before the Field Assembly Completion Date.

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4. Winding Design Type.
5. Impedance.
6. Regulation Value.
7. Lightning Arrester Data.
8. Sound Levels At All Ratings.
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The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
<u>NONE</u>	<u>3/28/23</u>
<u>                    </u>	<u>                    </u>

**EXCEPTIONS:** Any and all exceptions that the Materialman takes to the attached specifications shall be itemized on this PROPOSAL FORM. All items or exceptions not listed on this BID FORM will be deemed in full compliance of these specifications. Detailed description of the exceptions may be provided elsewhere in the bid materials. The Bidder shall indicate to which specification sections and paragraphs the 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 BID FORM and to waive any informalities or technicalities therein.

MATERIALMAN: Virginia Transformer Company

BY: Eric Hill

TITLE: Application Engineer

MAILING  
ADDRESS: 220 Glade View Dr. NE,  
Roanoke, VA 24012

DATE: 3/28/23

TELEPHONE: (540) 345-9892

FAX: (540) 342-7694

STREET  
ADDRESS: 220 Glade View Dr. NE,  
Roanoke, VA 24012

EMAIL: sales@vatransformer.com

PRINCIPAL  
CONTACT: Jesse Hall

TELEPHONE: (540) 492-1346

EMAIL: Jesse\_Hall2@vatransformer.com

ALTERNATE  
CONTACT: Eric Hill

TELEPHONE: (540) 512-9422

EMAIL: Eric\_Hill@vatransformer.com

END OF DOCUMENT