

**TUPELO WATER & LIGHT DEPARTMENT  
 BID TABULATION - LED LUMINAIRES  
 BID NO. 2021-026WL  
 AUGUST 31, 2021**

Item	Product	Vendors	
		Stuart C. Irby	Arkansas Electric
	<u>LED Luminaires (6 Month Supply Bid)</u>		
1	8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry	\$109.90	No Bid
2	230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection Color: Gray	No Bid	\$287.00
3	270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze	No Bid	\$490.00
4	270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray	No Bid	\$490.00

# Minute Entry Sign Up Sheet

Date: 8/31/2021

Time: 10:00

Bid # 2021-026WL

Department: WL

## LED Luminaires- 6 Month Supply

Attendance

Imac Dillal  
Beverly Dallas

Company

COT  
COT



**LED LUMINAIRES  
6 MONTH SUPPLY BID**

**City of Tupelo, Mississippi**

**Bid # 2021-026WL**

**ADVERTISEMENT FOR PROPOSALS**

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

**LED LUMINAIRES  
6-MONTH SUPPLY BID  
Bid # 2021-026WL**

until **10:00 o'clock A.M. local time on Tuesday, August 31, 2021.**

Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com). Bid Documents and Specifications can be viewed and obtained online at [www.tupelomsbids.com](http://www.tupelomsbids.com).

Any questions regarding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193.

Award will be made to the lowest and best bidder. The Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO,  
MISSISSIPPI.

**CITY OF TUPELO, MISSISSIPPI**

**Traci Dillard  
Purchasing Clerk**

**Publishing Dates: 08-10-2021  
08-17-2021**

**LED LUMINAIRES  
6 MONTH SUPPLY BID  
Bid # 2021-026WL**

**I. GENERAL**

The City of Tupelo will accept sealed bids until **10:00 AM, Tuesday, August 31, 2021**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. All bids must be equal in performance and quality to the specifications.

If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the City, at the originally scheduled hour.

**II. TECHNICAL SPECIFICATIONS**

The City of Tupelo will be accepting proposals for LED Luminaires. This is a six (6) month supply bid.

**Specifications for LED Luminaires**

**Item 1:** 8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry (Equal or equivalent to American Electric WL1-D-PRM-D5-MP-TL)

**Item 2:** 230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection, Color: Gray (Equal or equivalent to Howard Lighting LRL1SMV34KGY1P71)

**Item 3:** 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze (Equal or equivalent to Howard Lighting UFAMD74YB2R7NA)

**Item 4:** 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray (Equal or equivalent to Howard Lighting UFAMD74YG2R7NA)

**General Bidders Requirements/Information**

1. The City of Tupelo reserves the right to reject any and all bids, to waive any informalities in the bid, or award the bid to whomsoever they may choose.
2. The specifications, as stated, are minimum requirements and may be exceeded by the bidder. However, no additional consideration shall be given for exceeding the minimum

requirements and all bids will be evaluated against the specifications set forth in this bid package.

3. Manufacturer's part or item numbers are shown only to describe the item and to determine the level of acceptable quality. Other manufacturer's "equal" items may be bid. The acceptance of "equal" items lies with the Council of the City of Tupelo whose decision shall be final. All items shall be delivered FOB to the location specified on the purchase request in Tupelo, Mississippi 38801.
4. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
5. The bid solicitation is for a supply contract of six (6) months with the City to have the option, at the end of the initial six (6) month period, to renew the contract for an additional six (6) months with no price increase if agreeable with vendor.
6. All items will be ordered on an as needed basis during the life of the contract(s) resulting from this bid process. Minimum order quantities shall be stated in the specifications.
7. No bidder is required to bid on all items. However, the successful bidder(s) shall be determined by item compliance to minimum specifications requirements.
8. Delivery will be a consideration in the awarding of this bid.
9. The burden of proof of specifications is the responsibility of the bidder.

### **III. SUBMISSION OF BIDS:**

It is understood that bidders who submit proposals have read, understood and accepted these specifications as written, and by submitting a proposal, agree to meet the specifications as written. Proposal modifications, alterations or corrections received after the closing time specified shall not be considered. Proposals must remain valid for a minimum of sixty (60) days from the opening date. City of Tupelo is a Tax Exempt Government Entity.

Bids should be submitted via hard copy or electronically prior to **10:00 AM, Tuesday, August 31, 2021**. Electronic bids shall be submitted online at [www.tupelomsbids.com](http://www.tupelomsbids.com). Sealed bids shall be submitted to City of Tupelo, 71 East Troy Street, Tupelo, MS 38804.

#### IV. QUESTIONS

Failure to examine any specifications and instructions will be at bidder's risk. All procedural and technical questions, or if the attached specifications are incomplete, not clear, or not standardized, shall be made in writing and addressed to the following.

General questions regarding this request should be directed to Traci Dillard, Purchasing Agent, at the City of Tupelo Purchasing Department, 71 East Troy Street, Tupelo, MS 38804. The phone number is 662-841-6456. Email: [traci.dillard@tupeloms.gov](mailto:traci.dillard@tupeloms.gov)

For questions concerning the technical specifications, prospective bidders may contact Drew Kyle Tupelo Water & Light Department. The phone number is 662-841-6460. Email: [drew.kyle@tupeloms.gov](mailto:drew.kyle@tupeloms.gov).

No oral explanations by any member of the City staff will be binding. Receipt of addenda must be acknowledged in writing. Submitting vendors shall be responsible for ensuring that they have received any and all addenda.

Questions regarding obtaining bid documents or submitting electronic bids via the website [www.tupelomsbids.com](http://www.tupelomsbids.com) should be directed to Plan House/ PH Bidding Group at 662-407-0193 or [tupelo@planhouseprinting.com](mailto:tupelo@planhouseprinting.com).

# BID FORM

This Bid is submitted for: **LED LUMINAIRES- 6 Month Supply**

This bid is submitted to: **City of Tupelo, 71 East Troy Street, Tupelo, MS 38804**  
(Owner)

The undersigned, in compliance with the request for bids hereby proposes to furnish LED Luminaires- 6 Month Supply for the City of Tupelo in accordance with the specifications provided for the following UNIT PRICE amount:

**UNIT PRICE BID- LED LUMINAIRES- 6 MONTH SUPPLY**

<b>Item Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>
<b>Item 1:</b> 8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry (Equal or equivalent to American Electric WL1-D-PRM-D5-MP-TL)	1	EA	\$109.90
<b>Item 2:</b> 230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection, Color: Gray (Equal or equivalent to Howard Lighting LRL1SMV34KGY1P71)	1	EA	
<b>Item 3:</b> 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze (Equal or equivalent to Howard Lighting UFAMD74YB2R7NA)	1	EA	
<b>Item 4:</b> 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray (Equal or equivalent to Howard Lighting UFAMD74YG2R7NA)	1	EA	

**BIDDER ACKNOWLEDGES receipt of the following ADDENDA:**

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_



**BIDDER INFORMATION**

Company Name: IRBY

Company Representative: ANNA STANZIONE

Title: INSIDE UTILITY SALES

Business Address:

Street: 815 IRBY DRIVE

City: JACKSON State: MS Zip: 39201

Phone: 601-960-7319 Email: stanzione@irby.com

Signature of Bidder: \_\_\_\_\_

Date: Type text here



TUPELO WATER AND LIGHT  
6 MONTH LED BID 8/30/21

**Arkansas Electric Cooperative Inc.**

**One Cooperative Way**

**Little Rock, AR 72219**

**601-964-1202**

**Wayne.Garner@aeci.com**

**Wayne Garner Field Sales Rep Mississippi**

**8/30/21**

Thank you for the opportunity to submit on this bid. If you should have any questions please do not hesitate to call or email me at the above number/email. **Comments:** Due to volatility with material and transportation cost, pricing is subject to change (this was the comment in Howard's quote to me even though it is good for 6 months) I think we will be ok but just wanted to put that in there.

LRL1SMV34KGY1P71 LED Roadway LRL1, Large, 230W, MultiVolt, Type-3, 4000K CCT, Grey, 10kV SPD, PECR-7, 1:(HI-LL-127-15-BK-A PEC) \$287.00 Qty 1000

UFAMD74YB2R7NA UFA LED Utility Floodlight, 4000K 270W, MV:120-277V 60HZ, Y:Large Yoke, Bronze Housing, 20k SPD, R7 PEC Receptacle, w/ AOU Control \$490.00 Qty 1

UFAMD74YG2R7NA UFA LED Utility Floodlight, 4000K 270W, MV:120-277V 60HZ, Y:Large Yoke, Gray Housing, 20k SPD, R7 PEC Receptacle, w/ AOU Control (Preset-8) \$490.00 Qty 100

Thanks,  
Wayne Garner

**ARKANSAS ELECTRIC COOPERATIVES, INC.  
STANDARD TERMS AND CONDITIONS OF SALE**

These Standard Terms and Conditions of Sale (“Terms”) apply to any sale of goods by Arkansas Electric Cooperatives, Inc. (“AECI”), and are posted on AECI’s web site at [www.aecisales.com](http://www.aecisales.com) (“Web Site”). These Terms shall be incorporated by reference into any order or other agreement for sale and purchase of goods between AECI and the customer/purchaser of any such goods (“Purchaser”, “you” or “your”), and Purchaser shall be deemed to have full knowledge of these Terms. The placing of an order for goods by execution of a Quote and Contract of Sale or acceptance of goods from, AECI shall create a contract for the sale of goods between AECI and Purchaser (a “Sale Contract”) and shall be deemed to constitute acceptance by Purchaser, without Purchaser’s signature, of these Terms. Any terms and conditions set out in a Purchaser purchase order or other Purchaser document that are inconsistent with these Terms are not accepted by, and shall not be binding upon, AECI. These Terms may hereafter be revised from time to time by AECI by posting revisions on the Web Site without notice to Purchaser, and such revisions shall be binding on both Purchaser and AECI upon posting. Purchaser is responsible for checking the Web Site for any revisions to these Terms. No change, waiver or consent with respect to these Terms will be binding on AECI unless contained in a separate writing signed by an officer of AECI.

**1. Price Quotations.** Unless otherwise stated or agreed to by AECI in writing, all prices quoted by AECI, whether written or oral, are FOB destination and automatically expire thirty (30) calendar days from the date issued. In addition, prices quoted by AECI on “In Stock” items automatically expire if AECI sells such items to other customers prior to Purchaser taking action resulting in a Sale Contract regarding such items. For items that are purchased by Purchaser under a supply arrangement (“Supply Arrangement”), whereby AECI agrees to sell and deliver items to Purchaser periodically as agreed, as opposed to a single purchase and delivery of items, AECI reserves the right, upon prior written notice to Purchaser, to increase the prices of such items in amounts needed to offset any price increases for such items that AECI receives from its suppliers during the term of the Supply Arrangement. If Purchaser does not wish to accept such price increases, Purchaser may terminate the Supply Arrangement regarding the affected items by providing written notice to AECI within 30 days of Purchaser’s receipt of such a price increase notice from AECI. All price increases will apply to items delivered after AECI gives notice of such price increases, and will continue to apply until AECI receives notice of termination from Purchaser. Price quotations do not include applicable sales, use or other taxes. AECI will invoice and collect such applicable taxes from you unless you provide proof satisfactory to AECI that you have paid such taxes or that you are entitled to an exemption from such taxes, in which case you agree to indemnify and hold AECI harmless for any liability resulting from such claimed Purchaser paid taxes or such Purchaser tax exemption.

**2. Acceptance by Purchaser.** Acceptance by Purchaser of a Sale Contract may be expressed, or implied, by Purchaser’s execution of a Quote and Contract of Sale or Purchaser’s acceptance of goods from AECI. Purchaser’s acceptance will constitute your acceptance of the Sale Contract **and** these Terms. Any terms or conditions proposed in

your acceptance of a Sale Contract that add to, vary from or conflict with any of these Terms are deemed material and are hereby rejected by AECI.

**3. Sale Contract/Changes to Orders.** All Sale Contracts must, at a minimum, specifically identify the types of goods to be purchased, the quantities of such goods, and the requested delivery/pick-up/drop-ship date for such goods. Once a Sale Contract is accepted by Purchaser as provided herein, orders of goods under a Sale Contract may not be changed, cancelled or rescheduled without AECI's consent. Any change, cancellation or rescheduling of orders under a Sale Contract may, at AECI's sole discretion, be subject to a minimum restocking fee of 15% to compensate AECI for additional costs caused by such order change, cancellation or rescheduling.

**4. Payment.** Unless otherwise stated in writing by AECI, Purchaser agrees to pay AECI for all goods purchased pursuant the terms of the Sale Contract and any terms contained on AECI's invoice. AECI's invoices are payable upon receipt. Any invoiced amounts not paid within 30 days of the date of such invoice will be considered past due. Past due amounts not subject to good faith disputes will be subject to interest as follows: 7.5% per annum on all amounts due longer than 30 days; 10% per annum on all amounts due longer than 60 days; and 13% per annum on all amounts due longer than 90 days. Should any such interest rate on past due amounts exceed the maximum interest rate allowed under applicable law, such maximum interest rate allowed under applicable law will apply instead. If AECI takes legal action against Purchaser to collect any past due amounts, Purchaser agrees to reimburse AECI for all costs, including reasonable attorneys' fees, associated with such collection action.

**5. Adequate Assurance.** AECI may, in its sole discretion at any time prior to Purchaser's execution of a Sale Contract, demand that Purchaser provide adequate assurances of payment for such goods, which could include, but is not limited to, a requirement that Purchaser provide all information necessary for AECI to perform a credit check, or a requirement that Purchaser provide a parent guaranty, letter of credit or other assurance of payment. Failure to provide such adequate assurances of payment may result in all sales to Purchaser being on a cash-on-delivery basis only. Any such demand by AECI will be in writing and provide a reasonable amount of time for Purchaser to provide such adequate assurance.

**6. Warranties.** Goods purchased by Purchaser from AECI will carry only those warranties issued and authorized by the manufacturers of such goods, and AECI shall have no responsibility or liability with respect to such manufacturer warranties.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, AECI DISCLAIMS AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY GOODS SOLD TO PURCHASER. IN PARTICULAR, AECI MAKES DISCLAIMERS AND NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE GOODS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS.

**7. Limitation of Liability.** IN NO CIRCUMSTANCES WILL AECI OR ITS MEMBERS, AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE TO PURCHASER FOR: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, INTELLECTUAL PROPERTY INFRINGEMENT OR SIMILAR DAMAGES, WHETHER FORESEEABLE OR NOT; (b) ATTORNEY FEES; (c) EXPERT FEES; (d) COURT COSTS; OR (e) OTHER COSTS NOT SPECIFICALLY PROVIDED FOR RECOVERY UNDER THESE TERMS. PURCHASER'S RECOVERY FROM AECI FOR ANY CLAIM RELATED TO A SALE OF GOODS SHALL NOT EXCEED THE PURCHASE PRICE PAID BY PURCHASER FOR SUCH GOODS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. ANY CLAIM BY PURCHASER MUST BE COMMENCED WITHIN 1 YEAR AFTER THE CAUSE OF ACTION ACCRUES.

**8. Delivery/Title/Risk of Loss.** Unless otherwise stated by AECI in writing, all goods shipped/delivered are FOB Destination. Title and risk of loss will transfer to Purchaser upon delivery of goods, as acknowledged by a signed shipping receipt, at Purchaser's designated destination.

**9. Force Majeure.** AECI is not liable to Purchaser for any delay or failure in the sale or delivery goods due to causes beyond AECI's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, insurrection, invasion, strike, delay by carrier, shortage of goods, acts or omissions of third parties, or acts or omissions of civil or military authority.

**10. Governing Law/Jurisdiction.** These Terms and/or a Sale Contract will be construed and interpreted according to the laws of the State of Arkansas, without regard to the laws regarding conflicts of laws.

**11. Entire Agreement.** You acknowledge that a Sale Contract together with these Terms constitutes the entire agreement between you and AECI with respect to the subject matter of such Sale Contract.

**12. Conflict.** In the event of a conflict between these Terms and a Sale Contract, the terms and conditions contained in the Sale Contract shall control.

**13. Waiver.** The waiver by AECI or Purchaser of any right or remedy under these Terms or a Sale Contract will not affect any right or remedy subsequently arising under the same or similar clauses. A waiver of nonperformance under these Terms or a Sale Contract must be in writing and will apply only to the specific instance addressed in the waiver and to no other past or future nonperformance.

**14. Severability.** Any term or condition that is declared unlawful or unenforceable by a court of competent jurisdiction will not apply. The unenforceability of any such term or condition will not affect the enforceability of any other term or condition.