Board of Light, Gas and Water Commissioners

220 S. Main Street
Memphis, TN 38103
www.mlgw.com

Board Meeting

~ Preliminary Agenda ~

Wednesday, December 3, 2025 **8:30 AM** **Board Room**

INFORMATION FOR THE BENEFIT OF THE PUBLIC:

Public Notice: Regular board meetings are held the first and third Wednesdays of the month at MLGW's Administration Building unless otherwise noted in the public notice filing and website. The proposed agenda will be posted in the public section of the ground floor lobby of the Administration Building and on MLGW's website at least 48 hours before the Board meets. You may access the proposed Board agenda and all available documents related to the items linked from the agenda on the Internet at: www.mlgw.com. Large agreements, items related to Homeland Security or items received too late to post may not be viewable. You may view those documents in the Public Records Office prior to or after the Board meeting. By Board action, agenda items may be added, deleted or held for later consideration at a later board meeting.

Consent Agenda: Items shown under the Consent Agenda consists of items considered to be routine and non-controversial upon which the documentation provided to the Board is adequate to give sufficient information for approval without inquiry or discussion during the Board meeting. The use of the Consent Agenda is designed to minimize the time required for the handling of routine matters in order to permit additional time to be spent on more significant matters. The Chairman will call for approval on the Consent Agenda as a whole and the vote will be treated as a separate vote on each item. At the request of a Board member, the Chairman may move any item on the Consent Agenda to the Regular Agenda.

Regular Agenda: Item(s) to be individually considered for Board action.

Filed Items: The Board may be provided information which does not require Board approval or Board discussion but which is noted for the official record as having been supplied to the Board.

Resolutions: Generally, there are two types of resolutions subject to approval by the MLGW Board of Commissioners. Internal Board Resolutions are within the full authority of the Board and considered final upon the acceptance of the minutes of that board action. External Board Resolutions are subject to the approval of the City Council and are not considered final until the City Council accepts the minutes of their approval for such.

ADA: As a covered entity under Title II of the Americans with Disabilities Act, MLGW does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services, and activities. To ensure availability, such request should be made 72 hours in advance by contacting Triniscia Griggs at (901) 528-4351 during business hours.

To Officially Communicate to the Board: Any individual member or group of the general public desiring to address the Board orally on items of interest to the public that are within the subject matter jurisdiction of the Board, shall complete an ***MLGW Board Speaker Card*** to make such desire known to the Board Secretary. Such request to be heard should be marked with the date of the meeting; the agenda item number; if the comments are in support, opposition, or general as they relate to the item; the speaker's name and address; and if the speaker is representing someone else as a paid consultant. Paid lobbyists must complete the required disclosure of their client's name, phone number, and address. Statements shall not exceed three minutes unless additional time is granted by the Board Chair. When recognized, please proceed forward to the podium and state your name and address. The board and staff will not answer questions that are asked in this forum but written questions or a written statement may be provided to the Board Secretary for entry into the official record. If any Board member receives approval of the Board Chairman, that Board Member may address questions to the person providing the public statement.
*****All MLGW Board Speaker Cards must be received by Security no later than 8:30 a.m. the day of the Board Meeting in order to speak to the Board.**

CALL TO ORDER AND OPENING REMARKS: **Chairman Pohlman**

PLEDGE OF ALLEGIANCE: **Chairman Pohlman**

ROLL CALL: **Rodney Cleek**

APPROVALS: **Chairman Pohlman**

Approve Minutes from the Meeting of November 19, 2025.

CITY COUNCIL ACKNOWLEDGEMENTS & UPDATE: **Rodney Cleek**

Acknowledge receipt of Certified Copies of City Council Resolutions dated November 18, 2025, Items 17 through 38 and Item 41.

PRESENTATIONS:

Schedule of Charges Presentation - Chandrika Rosser

GENERAL STATEMENT(S) FROM THE PUBLIC:

CONSENT AGENDA

(Items 1 through 14)

PRESIDENT & CEO

1. Resolution ratifying the approval of the 2026 Budgets for the Electric, Gas, and Water Divisions to include the changes made due to negotiations agreement with IBEW Local 1288 Union. (Doug McGowen)

SVP, CHIEF OPERATING OFFICER

(None)

VP ELECTRIC ENGINEERING & OPERATIONS

2. Resolution approving Contract No. 12658, Reliability Coordination Agreement, for a period of January 1, 2026 to December 31, 2026, stipulating that a sum of $1,147,890.00 will be furnished by the Division for the Tennessee Valley Authority to act as MLGW's designated Reliability Coordinator. (Quinton Clark) (REQUIRES CITY COUNCIL APPROVAL)

3. Resolution approving Ratification, Renewal, Scope Change and Increase (Change No. 1) to Contract No. 12276, Mobile Radio Replacement with Leonardo US Cyber and Security Solutions, LLC to ratify, renew, expand the scope and increase the current contract in the funded amount of $819,262.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

4. Resolution awarding Contract No. 12601, IPS Energy to IPS-Energy USA, Inc. in the funded not-to-exceed amount of $479,216.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

VP WATER & GAS ENGINEERING & OPERATIONS

5. Resolution awarding Contract No. 12661, Variable Frequency Drive (VFD) for the LNG Plant to Agilix Solutions in the funded amount of $759,412.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

6. Resolution awarding purchase order for a #5 vertical turbine pump and motor assembly to Wastewater Solutions, LLC in the amount of $229,445.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

7. Resolution awarding Contract No. 12610, Allen Pumping Station Reservoir Baffling and Piping Installation to KAJACS Contractors, Inc. in the funded amount of $12,750,000.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

8. Resolution approving Ratification and Renewal (Change No. 2) to Contract No. 12435, External Corrosion Direct Assessment (ECDA) with Integrity Solutions Field Services, Inc. to ratify and renew the current contract in the funded amount of $228,000.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

VP, CFO & SECRETARY-TREASURER

(None)

VP & CIO

9. Resolution approving Increase (Change No. 4) to Contract No. 12244 (formerly Purchase Order No. 7019313), Smartsheet with Smartsheet, Incorporated to increase the current contract value in the funded amount of $45,750.03. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

10. Resolution awarding Contract No. 12547, Enterprise Synergy Frames and Gen11 Compute Modules for VDI to Logicalis, Inc. in the funded amount of $1,104,904.50. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

11. Resolution awarding purchase order for Palo Alto firewalls for the 5G project to Unico Technology, LLC in the amount of $340,798.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

VP SHARED SERVICES

12. Resolution awarding purchase orders for crew cab trucks with enclosed service bodies to AutoNation Ford Memphis in the amount of $163,142.00 and Nashville Automotive LLC dba Serra Chevrolet Buick GMC for $88,500.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

13. Resolution approving renewal (Change No. 2) to Contract No. 12563 (formerly Contract No. C2649), MLGW Flower Planting, Mulch Maintenance, & Turf Area Management with Enlightenment Inc. dba APS Facility Maintenance to renew the current contract in the funded amount of $95,517.12. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

VP & CHIEF INTERNAL AUDITING OFFICER

(None)

VP CUSTOMER EXPERIENCE & ENERGY SERVICES

(None)

VP CORPORATE COMMUNICATIONS

(None)

VP & GENERAL COUNSEL

(None)

VP & CPO PEOPLE SERVICES

14. Resolution approving an annual salary in the amount of $178,552.80 for a new hire to fill the vacant position of Director, Central Support Services (Alonzo Weaver) (REQUIRES CITY COUNCIL APPROVAL) (SAME DAY MINUTES REQUESTED)

PRESIDENT'S BRIEFING

15. Review Consent Agenda - Doug McGowen

16. Other - Doug McGowen

COMMITTEE REPORTS:

(None)

ADJOURNMENT

ADDITIONAL MEETINGS ON DECEMBER 3, 2025:

Audit Committee Meeting - Immediately Following the BOC Meeting - MLGW Board Room

RESOLUTION SUMMARY

1. Description of the Item

Resolution ratifying the approval of the 2026 Budgets for the Electric, Gas, and Water Divisions to include the changes made due to negotiations agreement with IBEW Local 1288 Union.

2. Additional Information

None.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 3, 2025

The President notified the Board of Light, Gas and Water Commissioners that the Memphis City Council, in its meeting of November 18th, approved the proposed budgets for the Electric Gas and Water Divisions that reflected the agreement with the IBEW Local 1288 Union.

NOW THEREFORE BE IT RESOLVED BY THE Board of Light, Gas and Water Commissioners:

(1) THAT, the previously-adopted Budgets for the Electric, Gas and Water Divisions are ratified to be effective for the 2026 fiscal year as illustrated below reflecting the agreement with the IBEW Local 1288 Union.

Category ($ in Thousands)	Electric	Gas	Water	Total
Operating Revenue	$1,822,613	$321,523	$128,193	$2,272,329
Purchased Power and Gas	$1,282,660	$178,744	$0	$1,461,404
Operations & Maintenance (O&M) Expense	$345,532	$134,628	$122,237	$602,397
Depreciation & Amortization	$75,048	$25,210	$13,497	$113,755
PILOT and Taxes	$64,085	$21,603	$5,516	$91,204
Total Operating Expense	$1,767,325	$360,185	$141,250	$2,268,760
Total Capital Expenditures	$192,821	$39,285	$58,520	$290,626
Total Operating & Capital Budgets	$1,960,146	$399,470	$199,770	$2,559,386
Change in Net Position	**$81,257**	**($39,183)**	**($14,487)**	**$27,587**

Changes from previously presented 2026 Budget:

Category ($ in Thousands)	Electric	Gas	Water	Total
Operating Revenue	$0	$0	$0	$0
Purchased Power and Gas	$0	$0	$0	$0
Operations & Maintenance (O&M) Expense	$750	$217	$187	$1,154
Depreciation & Amortization	$0	$0	$0	$0
PILOT and Taxes	$0	$0	$0	$0
Total Operating Expense	$750	$217	$187	$1,154
Total Capital Expenditures	$166	$43	$29	$238
Total Operating & Capital Budgets	$916	$260	$216	$1,392
Change in Net Position	**($750)**	**($217)**	**($187)**	**($1,154)**

RESOLUTION SUMMARY

1. Description of the Item

Resolution approving Contract No. 12658, Reliability Coordination Agreement, for a period of January 1, 2026 to December 31, 2026, stipulating that a sum of $1,147,890.00 will be furnished by the Division for the Tennessee Valley Authority to act as MLGW's designated Reliability Coordinator.

2. Additional Information

The Memphis Light, Gas and Water Division and the Tennessee Valley Authority entered into a Memorandum of Understanding on November 22, 2010 under which the Tennessee Valley Authority was appointed as the Reliability Coordinator for Memphis Light, Gas and Water, and the Vice President of Electric Engineering and Operations recommends that the Division continue with the Tennessee Valley Authority as MLGW's designated Reliability Coordinator in accordance with Reliability Coordination Agreement as submitted. Funds for this service are included in the 2026 budget.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 3, 2025

The Vice President of Electric Engineering and Operations presented for consideration of the Board, Contract No. 12658, Reliability Coordination Agreement, for the period of January 1, 2026 to December 31, 2026 stipulating that a sum of $1,147,890.00 will be furnished by the Division for the Tennessee Valley Authority to act as MLGW's designated Reliability Coordinator.

The Memphis Light, Gas and Water Division and the Tennessee Valley Authority entered into a Memorandum of Understanding on November 22, 2010 under which the Tennessee Valley Authority was appointed as the Reliability Coordinator for Memphis Light, Gas and Water, and the Vice President of Electric Engineering and Operations recommends that the Division continue with the Tennessee Valley Authority as MLGW's designated Reliability Coordinator in accordance with Reliability Coordination Agreement as submitted. Funds for this service are included in the 2026 budget.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

> THAT, subject to the consent and approval of the Council of the City of Memphis, the Secretary-Treasurer is hereby authorized and directed to make an annual payment for services as outlined in the Reliability Coordination Agreement.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners at its meeting held December 3, 2025, approved Contract No. 12658, Reliability Coordination Agreement Cooperative Agreement for the period of January 1, 2026 to December 31, 2026 stipulating that a sum of $1,147,890.00 will be furnished by the Division for the Tennessee Valley Authority to act as MLGW's designated Reliability Coordinator.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that the President or his designated representative is authorized to execute Contract No. 12658, Reliability Coordination Agreement in the amount of $1,147,890.00 for the Tennessee Valley Authority to act as MLGW's designated Reliability Coordinator for the period of January 1, 2026 to December 31, 2026.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Quinton Clark
Specialist:

Board Meeting Date: 12/3/2025
Contract Number: 12658
Purchase Commodity:
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	**Electric Engineering & Operations / Quinton Clark / (901) 528-4136 / qclark@mlgw.org**
Scope: Contract __X__ Purchase ____ Other ____	**The scope of work is for the Tennessee Valley Authority to perform services as MLGW's designated Reliability Coordinator in accordance with the Reliability Coordination Agreement.**
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	**For the Tennessee Valley Authority to perform services as MLGW's designated Reliability Coordinator in accordance with the Reliability Coordination Agreement.**
Where will the work take place? *(MLGW facility or jobsite, etc.)*	**TVA Reliability Coordinator Control Center or Backup Control Center**
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	**MLGW owns an integrated bulk electric transmission system within the TVA Balancing Authority Area and is registered as a Transmission Operator with NERC. Thus, MLGW is required to comply with certain NERC Reliability Standards, including NERC Reliability Standards applicable to the Reliability Coordination ("RC") Function.**
Are there any anticipated vendor issues? (If so, please explain)	**No**
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	**No**
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	**No**
If applicable, how was the recommendation determined? (Bid or RFP)	**Does this item conflict with the City of Memphis Living Wage Ordinance? (Yes or No) NO**

BUDGET:

	Total	In 2025 Budget Year	After Budget Year
Amount Requested	$ 1,147,890.00	$ -	$ 1,147,890.00
2025 Budget*	$ 4,000.00		
Amount Spent Year-to-Date	$ 12,578.22		
2025 Budget Balance Available		$ (8,578.22)	
Budget Balance After Award		$ (8,578.22)	

Please indicate category *(O&M or Capital).

[X] **O&M**
[ ] **Capital**

Project VP Elec Engr Ops R2024
Expenditure Organization 0560000 Vice President Electric Engineering ar
Expenditure Type Outside Fees
Task Admin Expense

Comments: **Approval contingent on 2026 budget approval.**

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:

Ronda Croft
Budget & Financial Planning

11.04.2025
Date

Rev. 11/01/2018

TVA Contract No. 20254
MLGW Contract No. 12658

RELIABILITY COORDINATION AGREEMENT

This Reliability Coordination Agreement ("Agreement"), is made by and between MEMPHIS LIGHT, GAS AND WATER DIVISION ("MLGW"), acting for itself and on behalf of the City of Memphis, Tennessee; and TENNESSEE VALLEY AUTHORITY ("TVA"), a corporation created by and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended ("TVA Act"), (hereinafter collectively referred to as the "Parties" and individually as a "Party") this _____ day of _____, 2025. In its capacity as Reliability Coordinator (as such term is defined in the North American Electric Reliability Corporation ("NERC") Glossary of Terms Used in NERC Reliability Standards ("Glossary")) under this Agreement, TVA may also be referred to as the "Reliability Coordinator."

WITNESSETH

WHEREAS, TVA is a registered Reliability Coordinator with NERC, follows applicable NERC Reliability Standards, and is within the SERC Reliability Corporation ("SERC") area;

WHEREAS, MLGW owns, among other things, an integrated bulk electric transmission system ("Transmission System"), within the TVA Balancing Authority Area and has registered as a Transmission Operator with NERC;

WHEREAS, MLGW is required to register with NERC and comply with certain NERC Reliability Standards, including NERC Reliability Standards applicable to the Reliability Coordination ("RC") Function;

WHEREAS, TVA and MLGW entered into a Memorandum of Understanding (MOU) on November 22, 2010 ("2010 MOU") under which TVA is appointed as the Reliability Coordinator for MLGW.

WHEREAS, MLGW will be responsible for all other NERC obligations for which MLGW is registered, except as may otherwise be agreed to by the Parties and covered in separate agreements, and will take all necessary actions to protect the reliability of the bulk electric system;

WHEREAS, MLGW may appoint an agent to act on its behalf to perform certain Transmission Operations functions, subject to certain requirements set forth in this Agreement; and

NOW, THEREFORE, for and in consideration of the premises and mutual covenants set forth herein, the Parties agree as follows:

ARTICLE I

DESIGNATION OF RELIABILITY COORDINATOR

Section 1.1: MLGW appoints TVA to act as MLGW's designated Reliability Coordinator pursuant to and in accordance with the terms and conditions of this Agreement. As such, TVA shall provide services as Reliability Coordinator in accordance with Section 3.1

below, seven days a week, twenty-four hours a day for MLGW for the term of this Agreement. TVA, as the Reliability Coordinator, shall perform those functions that are required to be in compliance with all NERC Reliability Standards , which are applicable to the Reliability Coordinator function and in effect during the term of this Agreement.

Section 1.2: TVA may resign its role as Reliability Coordinator at any time upon twelve (12) months prior written notice to MLGW. In the event of such resignation, the Parties shall use good faith efforts to ensure a smooth transition. Notwithstanding the foregoing, TVA shall continue in its capacity as Reliability Coordinator until a new Reliability Coordinator is fully operational, provided that such transition period shall not extend beyond eighteen (18) months following the date of resignation by TVA.

Section 1.3: Pursuant to Article XII, MLGW may designate an agent to perform certain requirements applicable to MLGW as a registered Transmission Operator, including, but not limited to, implementing directives issued by the Reliability Coordinator and other actions more fully described in this Agreement.

ARTICLE II

GOVERNANCE AND TERM

Section 2.1: This Agreement shall become effective as of January 1, 2026, at 12:00 a.m. Eastern Prevailing Time ("Effective Date"), and shall continue in effect until terminated by either TVA or MLGW on twelve (12) months prior written notice to the other party, except as otherwise provided in Sections 1.2, 2.3, 2.4, 2.5, and 12.2.

Section 2.2: Termination of this Agreement shall not relieve the Parties of any cost obligations or other obligations and liabilities related to this Agreement that were incurred prior to the effective date of termination of this Agreement.

Section 2.3: If MLGW plans to cease being a Transmission Operator (without making arrangements for an Agent to act as the Transmission Operator on its behalf), MLGW shall provide TVA as much notice of its plan as feasible so that termination of such status as Transmission Operator can be as contemporaneous as feasible with the termination of this Agreement. If MLGW ceases to be a Transmission Operator and does not appoint an Agent as the Transmission Operator, MLGW shall immediately give written notice to TVA to terminate this Agreement. MLGW shall not delegate its Transmission Operator responsibilities to another entity without the express prior written consent of TVA, which shall not be unreasonably withheld.

Section 2.4: Nothing contained in or contemplated by this Agreement shall have the effect of subjecting this Agreement or TVA to the jurisdiction of the Federal Energy Regulatory Commission ("FERC") under the Federal Power Act ("FPA"). In the event that FERC or any other person or entity takes any action to subject this Agreement or TVA to FERC's jurisdiction under the FPA, TVA may terminate this Agreement immediately upon written notice to MLGW.

Section 2.5: This Agreement is based on the existence of NERC as the Electric Reliability Organization ("ERO") under Section 215 of the FPA and the applicability of the NERC Reliability Standards, the NERC Glossary of Terms, and other NERC policies and procedures. To the extent that NERC ceases to exist in its current form and/or is

replaced with another ERO with additional authority over MLGW's transmission system, TVA and MLGW shall promptly meet to determine whether to revise this Agreement to reflect the new reliability entity and the Parties' obligations in light of the new reliability entity or to terminate this Agreement in accordance with Sections 1.2 and 2.1.

Section 2.6: Any capitalized terms used in this Agreement that are not defined in this Agreement shall have the meaning established in the NERC Glossary of Terms, as published on the NERC website and as may be modified from time to time. For purposes of this Agreement, the term "Reliability Standard" shall mean a Reliability Standard approved by FERC as mandatory and enforceable by NERC and SERC.

ARTICLE III

OVERVIEW OF RESPONSIBILITIES OF THE RELIABILITY COORDINATOR

Section 3.1: Under this Agreement, the Reliability Coordinator shall perform the duties as detailed in Attachment A.

Section 3.2: TVA, acting in its capacity as the Reliability Coordinator, shall have no responsibility to MLGW except as specifically set forth in this Agreement.

ARTICLE IV

RELIABILITY COORDINATION ADVISORY COMMITTEE

Section 4.1: TVA and MLGW shall designate one representative to serve on a Reliability Coordination Advisory Committee ("RCAC"), which shall be composed of representatives of TVA, MLGW, and from each entity that has executed a similar reliability coordination agreement designating TVA as its Reliability Coordinator ("RCAC Members"). TVA and MLGW may also designate one alternate to act in the absence of its representative in RCAC matters. Written notice of each representative's appointment shall be provided to each RCAC Member, and TVA and MLGW may change representatives upon written notice to the other RCAC Members.

Section 4.2: The RCAC shall assist the Reliability Coordinator in the development of new reliability coordination policies and operating procedures and the modification of any existing reliability coordination policies and operating procedures. In connection with these activities, RCAC Members shall have access to the necessary data and documents maintained by the Reliability Coordinator.

Section 4.3: The RCAC shall meet at least twice per Contract Year. For purposes of this Agreement, the Contract Year shall be the twelve (12) months beginning on any January 1 and ending on December 31 of the same calendar year.

ARTICLE V

RELIABILITY COORDINATOR PROCEDURES

Section 5.1: The procedures and guidelines that direct the actions and responsibilities of the Reliability Coordinator shall be established by the Reliability Coordinator. These Reliability Coordinator procedures shall be developed, as documented in TVA's reliability

plan and TVA Standard Procedures and Policies, and coordinated with the RCAC and the applicable NERC regions.

Section 5.2: TVA will provide to MLGW outage coordination services beyond the next day horizon as defined in the TVA Reliability Coordinator Outage Coordination procedure.

ARTICLE VI

DATA EXCHANGE REQUIREMENTS

Section 6.1: During the Term, MLGW shall supply to the Reliability Coordinator, and/or grant the Reliability Coordinator access to all Data that the Reliability Coordinator reasonably requires to perform the Functions. The Parties shall agree upon the format and manner in which such Data shall be provided. For purposes of this Agreement, "Data" means all information, text, drawings, diagrams, images or sounds which are embodied in any electronic or tangible medium and which (a) are supplied or in respect of which access is granted to the Reliability Coordinator by MLGW under this Agreement, which shall be MLGW's Data, (b) are prepared, stored or transmitted by the Reliability Coordinator solely on behalf of MLGW, which shall be MLGW's Data; or (c) are compiled by the Reliability Coordinator by aggregating Data owned by MLGW and Data owned by third parties, which shall be Reliability Coordinator's Data.

Section 6.2: The Parties have already established the necessary telecommunications and other facilities required to enable the transfer of data between them in accordance with applicable NERC Reliability Standards. To the extent that any new or additional telecommunications facilities, and/or equipment are required to enable TVA to provide Reliability Coordination services to MLGW, each Party shall bear its own costs for the installation, operation, and maintenance of such equipment and facilities.

Section 6.3: The Reliability Coordinator shall use information from MLGW solely to assist in the performance of its assigned responsibilities under this Agreement. The information supplied to and received from the Parties shall be kept confidential in accordance with the NERC Operating Reliability Data Confidentiality Agreement, signed by the Parties, as such confidentiality agreement may be amended from time-to-time.

Section 6.4: In order to facilitate data exchange and accurate congestion management, MLGW generation, if applicable, and transmission facilities will be modeled in the NERC System Data Exchange (SDX) and NERC Interchange Distribution Calculator (IDC).

Section 6.5: MLGW shall provide to TVA the following information:

- Data required for the development of load flow cases, short-circuit cases, stability cases, and state estimation models, including Facility Ratings and all critical assumptions that are used in the development of these cases.
- Fully detailed planning models (transmission assessment plans) on an annual basis and quarterly updates that reflect system enhancement changes or other changes, as they occur.
- Other data as specified by TVA as needed for Reliability Coordinator requirements.

Section 6.6: To the extent a Party desires more data than the Reliability Coordinator has identified as necessary to perform reliability functions, such Party shall bear any additional costs associated with providing such data.

ARTICLE VII

STANDARDS OF PERFORMANCE

Section 7.1: The Reliability Coordinator shall perform its responsibilities in accordance with the requirements of the TVA Act, other applicable laws, applicable NERC Reliability Standards, and Good Utility Practice. For the purposes of this Agreement, "Good Utility Practice" shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts that, in a person's exercise of reasonable judgment in light of the facts as known to that person at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to include the range of acceptable practices, methods, or acts generally accepted in the region.

Section 7.2: In performing its responsibilities under this Agreement, the Reliability Coordinator shall not discriminate against similarly situated persons.

Section 7.3: The Reliability Coordinator shall use all reasonable efforts to communicate promptly with MLGW to notify it of transmission reliability concerns affecting its systems or facilities.

Section 7.4: The Reliability Coordinator and MLGW shall treat their activities pursuant to this Agreement and the information they obtain pursuant to this Agreement as confidential pursuant to the NERC Operating Reliability Data Confidentiality Agreement.

Section 7.5: MLGW shall perform its obligations under this Agreement in accordance with, Good Utility Practice, the NERC Standards, and any other MLGW-specific reliability requirements and operating guidelines, and all state and federal laws and the terms of governmental approvals applicable to MLGW.

ARTICLE VIII

LIABILITY AND INDEMNIFICATION

Section 8.1: The Reliability Coordinator shall act in good faith to perform the obligations assigned to it under this Agreement. Because the work performed by the Reliability Coordinator depends upon the information provided by MLGW and numerous other entities, the Reliability Coordinator shall have no responsibility for the accuracy and/or completeness of such information.

Section 8.2: Except in cases of the Reliability Coordinator's intentional misconduct with intent to cause harm, the Reliability Coordinator shall not be liable to MLGW on any legal theory, whether based upon contract, strict liability, tort, warranty (either express or

implied), or otherwise for any direct, indirect, incidental, or consequential loss or damages arising out of or in any way related to the Reliability Coordinator's performance, misperformance, non-performance, or delay in performance of its responsibilities and activities under this Agreement, including, but not limited to, requests and recommendations made by the Reliability Coordinator.

Section 8.3: MLGW shall at all times indemnify, defend, and hold harmless the Reliability Coordinator from any and all damages, losses, claims (including but not limited to claims and actions relating to injury to or death of any person or damage to property), demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties arising out of or resulting from the Reliability Coordinator's performance, misperformance, non-performance, or delay in performance of its responsibilities and activities under this Agreement. Indemnification under this Section 8.3 shall not apply in cases of the Reliability Coordinator's intentional misconduct with intent to cause harm. For purposes of this Section 8.3, both MLGW and TVA, including the Reliability Coordinator, and any other entities for which TVA is providing Reliability Coordination services shall bear an equal share of the cost of indemnifying and defending the Reliability Coordinator.

Section 8.4: To the extent that TVA as the Reliability Coordinator is assessed any monetary penalties by SERC, NERC, and/or FERC for violations of the applicable NERC Reliability Standards, then MLGW shall pay its allocated portion of such penalties. Penalties shall be allocated to all entities for which TVA is providing Reliability Coordination services, as determined by TVA, according to (A) the load ratio share of those entities, *i.e.*, an entity's annual non-coincident peak load as a percentage of the total non-coincident peak load for those entities receiving Reliability Coordination services from TVA or (B) the total generating capacity of the entities, whichever is larger. For purposes of (B) above, the Parties agree to impute to MLGW the generating capacity of the four hydroelectric generating facilities of the Tapoco Project purchased by BSMH.

ARTICLE IX

DIRECTIVES BY RELIABILITY COORDINATOR

Section 9.1: In accordance with its responsibilities under Section 3.1 of this Agreement, the Reliability Coordinator is authorized to, and shall, direct and coordinate timely and appropriate actions by MLGW including, but not limited to, curtailing transmission service or energy schedules, re-dispatching generation, and shedding load, in order to avoid adverse effects on interregional bulk power reliability. The Reliability Coordinator is also authorized to coordinate, or cooperate in, interregional activities to relieve problems experienced by other transmission systems.

Section 9.2: During any period when the Reliability Coordinator determines that an actual or potential threat to transmission system reliability exists, and that such threat may impair the reliability of a transmission system, the Reliability Coordinator shall direct MLGW to take whatever actions are necessary, consistent with Good Utility Practice and in accordance with the applicable NERC Reliability Standards.

Section 9.3: MLGW shall implement any directive given by the Reliability Coordinator pursuant to this Agreement. MLGW may review the directive to determine if it is, in its

judgment, consistent with Good Utility Practice, applicable NERC Reliability Standards, and its legal responsibilities and, if MLGW determines that the directive is not in accordance with Good Utility Practice or applicable NERC Reliability Standards, it shall immediately so notify the Reliability Coordinator. Such notification shall include: (a) complete information outlining the basis for MLGW's determination that the directive is not in accordance with Good Utility Practice and applicable NERC Reliability Standards; and (b) the alternative action that MLGW would prefer to take to alleviate the problem addressed by the Reliability Coordinator's directive. After consideration of such information, the Reliability Coordinator shall issue a directive in accordance with its obligations under this Agreement.

Section 9.4: Notwithstanding any other provision of this Agreement, no Party shall take any action that would be inconsistent with the area limitation provisions of the TVA Act.

ARTICLE X

DISPUTE RESOLUTION PROCESS

Section 10.1: The purpose of the dispute resolution process is to provide a fair and equitable after-the-fact process for resolving disputes between the Reliability Coordinator and MLGW arising under this Agreement.

Section 10.2: MLGW and TVA shall be responsible for its own costs incurred during any dispute resolution process.

Section 10.3: MLGW and TVA shall make a good faith effort to resolve matters promptly at the working level. In the event that matters cannot be resolved at the working level, the dispute shall be referred to the next level of management of the MLGW and TVA on an informal basis.

Section 10.4: If the dispute cannot be resolved pursuant to Section 10.3, despite the good faith efforts of MLGW and TVA, then:

> If the matter involves operational or transmission system reliability issues or cost sharing under this Agreement, the matter shall be submitted in writing to a senior manager responsible for transmission issues for MLGW and TVA. These senior managers shall attempt to resolve the dispute within the confines of applicable NERC Reliability Standards, as amended from time to time. Finally, if these senior managers are not able to resolve the dispute in a manner suitable to the MLGW and TVA, either of them may exercise whatever rights it may have in law or equity to seek a remedy.

Section 10.5: In implementing the provisions of Sections 10.3 and 10.4, information pertaining to the dispute shall be forwarded in its entirety from the working level to a higher level for disputes that cannot be resolved at the working level. Individuals at the higher level who are requested to resolve disputes shall have the benefit of examining the work done to date at lower levels to attempt resolution.

ARTICLE XI

FEES

Section 11.1: Compensation to TVA for services under this Agreement shall be made on a Contract Year basis.

Section 11.2: No later than July 1 of any calendar year, TVA shall provide MLGW with written notice of the annual fee applicable for the next Contract Year. If MLGW agrees to the annual fee for the next Contract Year, then it shall pay TVA the annual fee no later than March 15 of the applicable Contract Year. If MLGW does not agree to the annual fee for the next Contract Year, it may terminate the Agreement at the end of the existing Contract Year by providing TVA with written notice by October 1 of the existing Contract Year.

Section 11.3: For the initial period of January 1, 2026 through December 31, 2026, the applicable compensation fee shall be $1,147,890. MLGW shall pay TVA such fee no later than March 15, 2026.

Section 11.4: To the extent that MLGW terminates this Agreement before the end of a Contract Year, TVA shall not be obligated to refund any amounts paid by MLGW as compensation for services under this Agreement. To the extent that TVA terminates this Agreement before the end of a Contract Year, TVA shall refund to MLGW an amount equal to the applicable annual fee(s) multiplied by the number of months remaining in the Contract Year divided by twelve (12).

Section 11.5: Payments shall be made by MLGW by the FedWire transfer method to TVA's account at the U.S. Treasury in accordance with the instructions indicated below, with the amount deemed received as of the date the electronic fund transfer to TVA's account is deemed effective.

Bank Name: TREAS NYC (official abbreviation)

Bank Address: New York Federal Reserve Bank, New York City

ABA Number: 021030004

Account No: 4912

OBI: Provide your organization name and invoice number or explanation of payment.

TVA shall provide MLGW with contacts for payment purposes and shall update such contacts as necessary.

Section 11.6: MLGW shall reimburse TVA for any costs associated with preliminary work performed by TVA for the initiation of reliability services under this Agreement, including, but not limited to, any preliminary engineering studies, development of communication links, and development of computer systems.

ARTICLE XII

AGENTS

Section 12.1: MLGW may appoint an agent ("Agent") to act on its behalf to perform certain Transmission Operations functions required under this Agreement. The Agent shall be qualified to perform such Transmission Operations functions, including holding any certifications required by NERC and/or SERC. The appointment of the Agent shall be subject to the express prior written consent of TVA, which shall not be unreasonably withheld. MLGW shall provide to TVA any information requested by TVA regarding the Agent's qualifications, reliability record, and operations history.

Section 12.2: To the extent that MLGW seeks to change its Agent during the term of this Agreement, MLGW shall provide TVA 120 days' prior written notice of such change. The appointment of any succeeding Agent shall be subject to Section 12.1, above.

Section 12.3: MLGW's delineation of the scope of the Agent's authority shall include an obligation on the Agent to abide by all terms, conditions, and obligations applicable to MLGW under this Agreement.

Section 12.4: Notwithstanding the appointment of any Agent, MLGW shall remain solely responsible to TVA for all obligations under this Agreement.

Section 12.5: As may be applicable, any reference to MLGW in this Agreement shall include the Agent.

ARTICLE XIII

MISCELLANEOUS

Section 13.1: Notice. Except as otherwise specified herein, any notice required or authorized by this Agreement shall be deemed properly given to a Party when sent to its designated representative by facsimile or other electronic means (with a confirmation copy sent by United States mail, first-class postage prepaid), by hand delivery, or by United States mail, first-class postage prepaid. The Parties' designated representatives are as follows:

Tennessee Valley Authority
Name: Timothy L. Smith
Title: General Manager, Reliability Authority & Regional Operations
Street address: 1101 Market Street, PCC 2A-C
Chattanooga, Tennessee 37402-2801
Email: tlsmith3@tva.gov

MLGW
Name: Bryant Williamson
Title: Systems Operations Manager
Street address: 220 S. Main Street
Memphis, TN 38103
Email: bdwilliamson@mlgw.org

A Party may change its designated representative by providing written notice of the change to the other Parties. Changes in the designated representatives shall not require formal amendment of this Agreement.

To the extent that MLGW enters into an agency agreement with another entity, MLGW shall provide to TVA the contact information of its Agent, and TVA shall provide to MLGW's Agent copies of any notices required or authorized by this Agreement.

Section 134.2: No Waiver. Any waiver at any time by any Party of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter; provided, however, a Party that is properly notified of a duly scheduled meeting and fails to have an operating representative attend shall not be entitled to a waiver from complying with any decisions made at such meeting.

Section 13.3: No Assignment. Except as provided in Article XII, no Party shall sell, assign, or otherwise transfer any or all its respective rights hereunder, or delegate any or all of its respective obligations under this Agreement.

Section 13.4: No Third Party Benefits. Nothing in this Agreement is intended to confer benefits upon any person or entities not a Party to this Agreement. Nothing in this Agreement shall be construed as a stipulation for the benefit of others, and no third party shall be entitled to enforce this Agreement against any Party hereto.

Section 13.5: Headings. The descriptive headings in this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict any of the terms and provisions hereof.

Section 13.6: Force Majeure. A Party shall not be responsible for, liable for, or deemed in breach of this Agreement for any delay or failure in the performance of its respective obligations under this Agreement (except for obligations to pay money, which shall not be excused due to Force Majeure) to the extent such delay or failure is due solely to circumstances beyond the reasonable control of the Party experiencing such delay or failure (such Party referred to herein as the "Non-Performing Party"), including but not limited to acts of God; labor disturbance; extraordinarily severe weather conditions; war; terrorism; riots; requirements, actions, or failures to act on the part of governmental authorities preventing or delaying performance; fire; damage to or breakdown of necessary facilities; or any other causes, whether or not of the same class or kind as those specifically identified above, which are not within the control of the Non-Performing Party (such causes hereinafter called "Force Majeure"); provided that:

(i) The Non-Performing Party gives the other Party written notice within two (2) business days of the Force Majeure, with details to be supplied within ten (10) days further describing the particulars of the event;

(ii) The suspension of performance is of no greater scope and of no longer duration than is attributable to the Force Majeure;

(iii) The Non-Performing Party uses all reasonable efforts to remedy its inability to perform;

(iv) When the Non-Performing Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect; and

(v) The Force Majeure was not caused by or connected with the Non-Performing Party's negligent or intentional acts, errors, or omissions, or its failure to comply with any law, rule, regulation, order, or ordinance, or its breach or default of this Agreement.

Section 13.7: Compliance with Laws. This Agreement is made subject to present and future applicable local, state, and Federal laws and to the regulations or orders of any local, state, or Federal regulatory authority having jurisdiction over the matters set forth herein. Performance under this Agreement is conditioned upon securing and retaining such local, state, or Federal approvals, grants, or permits as may from time to time be necessary with respect to such performance. Each Party shall use due diligence and good faith efforts to secure and retain all such approvals, grants, and permits within such time as shall permit it to perform all of its obligations under this Agreement.

Section 13.8: Entirety. This Agreement constitutes the entire Agreement between the Parties relating to the subject matter contemplated by this Agreement. There are no prior or contemporaneous agreements or representations (whether oral or written) affecting the subject matter other than those herein expressed. Excluding Appendix A, any amendment or modification to this Agreement shall be enforceable only if reduced to writing and executed by TVA and MLGW.

Section 13.9: Governing Law and Choice of Forum. This Agreement and the rights and duties of the Parties relating to this Agreement shall be governed by and construed in accordance with applicable state and Federal laws of the United States of America, without regard to the laws requiring the application of the laws of another jurisdiction. Any action arising out of this Agreement or the Parties' rights and duties under it shall be brought only in the United States District Court for the Eastern District of Tennessee if said court has jurisdiction of the subject matter. Each Party submits itself to the personal jurisdiction of the United States District Court for the Eastern District of Tennessee. To the extent that said court does not have jurisdiction of the subject matter, then the matter may be brought in any court of competent jurisdiction.

Section 13.10: Creates No Special Relationship. This Agreement shall not be construed to create an association, joint venture, partnership, or other legal entity between the Parties or to impose any partnership obligation or liability upon any Party. No Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of the other Parties.

Section 13.11: Joint Preparation of Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against any one Party as a result of the preparation, substitution, submission, or other event of negotiation, drafting, or execution hereof.

Section 13.12: Counterparts. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

Section 13.13: Power and Authority. The Parties and the individuals and entities signing this Agreement on their behalf warrant that: (i) they have the necessary power and authority to execute this Agreement and thereby bind their respective Parties; (ii) they have the power and authority to enter into and perform their obligations under this Agreement; and (iii) entering into and performing this Agreement does not violate or conflict with their charters, bylaws, other governing documents, licenses, consents, regulatory approvals, any applicable law, any applicable order or judgment of any court or other agency of government, or any agreement to which they are a party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

MEMPHIS LIGHT, GAS AND WATER DIVISION

By: _____
Doug McGowen
President & CEO

Attest:

By: _____
Rodney Cleek
Vice President, CFO,
Secretary-Treasurer

Approved to Form:

By: _____
Attorney MLGW

TENNESSEE VALLEY AUTHORITY

By: _____
Kristin Spearman
Vice President
Transmission Operations & Power Supply

ATTACHMENT A
TO THE RELIABILITY COORDINATOR AGREEMENT

DESCRIPTION OF THE PRIMARY FUNCTIONS

The Reliability Coordinator is responsible for bulk transmission reliability and power supply reliability functions. Bulk transmission reliability functions include reliability analysis, loading relief procedures, re-dispatch of generation and ordering curtailment of transactions and/or load. Power supply reliability functions include monitoring Balancing Authority Area performance and ordering the Balancing Authority to take actions, including load curtailment and increasing/decreasing generation in situations where an imbalance between generation and load places the system in jeopardy. The procedures to be followed by the Reliability Coordinator shall be consistent with those of NERC and are spelled out in the NERC Approved Reliability Plan for the TVA Reliability Coordinator Area and TVA Standard Programs and Processes.

I. Reliability Coordinator General Functions:

The Reliability Coordinator shall perform the following functions:

a) Serving as the certified and registered NERC Reliability Coordinator and represent the TVA Reliability Coordinator Area at the NERC and regional entity level.

b) Implementing applicable NERC and regional entity initiatives, such as maintaining a connection to the Eastern Interconnect Data Sharing Network ("EIDSN"), day-ahead load-flow analysis, transmission loading relief procedures, and information exchange.

c) Developing and coordinating with the Reliability Coordination Advisory Committee ("RCAC") new Reliability Coordinator Procedures and revisions to existing Reliability Coordinator Procedures.

d) Exchanging timely, accurate, and relevant Transmission System information with MLGW and with other reliability coordinators.

e) Developing and maintaining system models and tools needed to perform analysis needed to develop operational plans.

f) Coordinating with neighboring reliability coordinators and other operating entities as appropriate to ensure regional reliability.

g) All other reliability coordinator functions as required for compliance with applicable NERC Reliability Standards and Regional Standards, as the same may be amended or modified from time to time.

II. Real-time Operations:

A. Reliability Coordinator Functions:

The Reliability Coordinator shall perform the following functions:

a) Monitoring, analyzing, and coordinating the reliability of MLGW's facilities and interfaces with other Balancing Authorities, Transmission Operators, and other reliability coordinators.

b) Performing analyses to develop an evaluation of system conditions. MLGW will provide necessary information (e.g., outages and transactions) and Transmission System conditions, as applicable, to the Reliability Coordinator in accordance with applicable NERC Reliability Standards. The results of these analyses will be provided to MLGW and neighboring reliability coordinators in accordance with applicable NERC Standards and Regional Standards.

c) Determining, directing, and documenting appropriate actions to be taken by MLGW and Reliability Coordinator for real-time contingency analysis ("RTCA") and real-time overloads in accordance with the NERC Reliability Standards, including curtailment of transmission service or energy schedules, re-dispatch of generation and load shedding as necessary to alleviate facility overloads and abnormal voltage conditions, and other circumstances that affect interregional bulk power reliability.

d) Coordinating transmission loading relief and voltage correction actions with MLGW and with other reliability coordinators.

e) The Reliability Coordinator will perform Real Time Assessments ("RTA") of the MLGW Transmission Operator Area if MLGW notifies the Reliability Coordinator of a loss of tools or functionality. If ICCP data is available from MLGW, the Reliability Coordinator will perform an RTA within the time period prescribed by NERC and Regional Standards using real time data. If ICCP data is interrupted or unavailable, the Reliability Coordinator will perform the RTA within the prescribed time period using last best available data. Based upon output of contingency analysis tools and knowledge of real time operating conditions, pre- or post-contingency actions shall be taken as necessary. This will ensure the reliability of the MLGW Transmission Operator Area and operating conditions are within acceptable reliability criteria in preventing SOL and IROL exceedances. To ensure timely implementation of applicable Operating Plans, the Reliability Coordinator will share the results of the RTA through tools or other mutually agreed upon means. The Reliability Coordinator will notify MLGW of any system outage or service interruption that impacts the tools used to perform the RTA or communicate the RTA results.

B. <u>MLGW Responsibilities</u>:

MLGW shall have the following responsibilities:

a) Ensuring appropriate telemetry and providing Reliability Coordinator real-time operational information for monitoring.

b) Receiving from the Reliability Coordinator all reliability alerts for TVA Reliability Coordinator Area and neighboring reliability coordinator areas.

c) Following Reliability Coordinator operating instructions (e.g., curtailments or load shedding) during system emergencies or to implement Transmission Loading Relief procedures.

d) Receiving from Reliability Coordinator all notices regarding Transmission System limitations or other reliability issues, as appropriate.

e) Providing data updates with system changes for ICCP studies within a

timely manner during RTA or other data loss instances.

III. Forward Operations:

A. Reliability Coordinator Functions:

The Reliability Coordinator shall perform the following functions:

a) Performing analyses and develop an evaluation of the expected next-day Transmission System operations. The results of these analyses shall be provided to MLGW and neighboring reliability coordinators in accordance with applicable NERC Reliability Standards and Regional Standards.

b) Performing analysis of planned transmission and generation outages and coordination of outages with NERC, participants in reliability coordination agreements, and other reliability coordinators as appropriate and as required by NERC. This entails analysis and coordination of planned outages which are beyond next day and intra-day outages.

c) Analyzing and approving all planned maintenance schedules on facilities 100kV and above and planned maintenance of generation facilities submitted by MLGW in conjunction with other work on the regional transmission grid to determine the impact of MLGW's planned maintenance schedule on the reliability of the facilities under TVA's purview as Reliability Coordinator, and the purview of neighboring reliability coordinators, and any other relevant effects.

d) Coordinating, as required by either NERC or other agreements, planned maintenance schedules with all adjacent reliability coordination areas and/or Balancing Authority Areas and Transmission Providers.

B. MLGW Responsibilities:

MLGW shall have the following responsibilities:

a) Providing generation-related information (e.g., outages and transactions) and expected Transmission System conditions (e.g., transmission facility outages and transactions), as applicable, to the Reliability Coordinator for the next-day operation in accordance with applicable NERC Reliability Standards.

b) Submitting facility ratings and operational data for all generators, if applicable, and transmission facilities in the MLGW footprint.

c) Submitting to the Reliability Coordinator generation dispatch information for the MLGW footprint, if applicable, and following Reliability Coordinator operating instructions regarding dispatch adjustments to mitigate congestion.

d) Submitting to the Reliability Coordinator generation operation plans, if applicable, and commitments for reliability analysis.

e) Submitting to the Reliability Coordinator transmission maintenance plans for reliability analysis.

f) Following Reliability Coordinator requests to revise transmission

maintenance plans as required to ensure grid reliability.

g) Receiving from Reliability Coordinator all notices regarding reliability analyses for the TVA Reliability Area as well as neighboring reliability coordinators.

h) Representing MLGW on the RCAC and in all RCAC deliberations.

IV. Regional Congestion Management

For the purposes of this section IV, capitalized terms will have the definitions used in the Congestion Management Process ("CMP"), unless otherwise noted in this section IV.

A. Reliability Coordinator Functions:

The following functions to be performed by the Reliability Coordinator shall be performed in conjunction with the functions to be performed by the Independent Transmission Operator under the Independent Transmission Organization Agreement and will fully incorporate the MLGW operations into the procedures and protocols governing other facilities in the Reliability Coordinator's Reliability Coordination Area in accordance with the CMP:

a) Identifying Coordinated Flowgates (i.e., designated points or sets of transmission facilities on the Bulk Electric System used for monitoring and managing power flows in accordance with NERC standards and the CMP) and determination of flowgates requiring Reciprocal Coordination (twice annually).

b) Performing Historic Firm Flow Calculations -- implement transmission service reservation set and designated resources provided by MLGW for established freeze date; calculate historic firm flow values and ratios for all coordinated flowgates on MLGW's system (bi-annually).

c) Developing reciprocal coordination agreements that establish how each Operating Entity will consider its own flowgates as well as the usage of other Operating Entities when it determines the amount of flowgate or constraint capacity remaining. This process will include both operating horizon determination as well as forward looking capacity allocation.

d) Implementing AFC Process -- determine Available Flowgate Capability ("AFC") attribute requirements; obtain NNL Impact Data; implement Allocation Calculation Process; implement AFC calculation process.

B. <u>MLGW Responsibilities</u>:

MLGW is obligated to provide the Reliability Coordinator with the information and support it needs in order to carry out its duties as MLGW's Reliability Coordinator for the CMP.

Projected operating information:

(i) Planned and actual operational start-up dates for any permanently added, removed, or significantly altered transmission segments; and

(v) Planned and actual start-up testing and operational start-up dates for any permanently added, removed, or significantly altered generation units, if applicable.

V. Reliability Coordination Planning

A. Reliability Coordinator Functions:

The Reliability Coordinator will ensure a long-term (one year and beyond) plan is available for adequate resources and transmission within the TVA Reliability Coordinator Area. The Reliability Coordinator will coordinate the Reliability Coordinator Area Plan with those of neighboring reliability coordinators and Planning Coordinators to ensure wide-area grid reliability.

More specifically, the Reliability Coordinator functions include:

a) Integrating the transmission and resource (demand and capacity) system models with those of other Reliability Coordinator Area operating entities to ensure Transmission System reliability and resource adequacy.

b) Applying methodologies and tools to assess and analyze the Transmission System's expansion plans and the resource adequacy plans.

c) Collecting all information and data required for modeling and evaluation purposes.

d) Verifying that the respective plans of the Resource Planners and Transmission Planners within the TVA Reliability Coordinator Area meet NERC Standards and applicable Regional Standards and integrating those plans into the Reliability Coordinator Area Plan, as appropriate.

e) Coordinating the Reliability Coordinator Area Plan with neighboring reliability coordinators, as appropriate.

f) Coordinating the Reliability Coordinator Area Plan with neighboring Planning Coordinators/reliability coordinators' plans, as appropriate, to provide a broad multi-regional bulk system planning view.

B. MLGW Responsibilities:

MLGW shall have the following responsibilities:

a) Providing to the Reliability Coordinator generator unit performance characteristics and capabilities, if applicable.

b) Providing to Reliability Coordinator any information needed by the Reliability Coordinator for performing Reliability Coordination Planning.

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12276 – Mobile Radio Replacement**

2. **Requested Funding – $819,262.00 ($788,249.75 increase amount plus $31,012.25 in contingency)**

3. **Award Duration – Ratification, Renewal for continuous support and maintenance, Scope Change and Increase (February 2, 2024 through April 2, 2028)**

4. **Type of Bid – RFP**

5. **Awarded To – Leonardo US Cyber and Security Solutions, LLC**

6. **Plain Language Description – This contract renewal and change order request is for the design, build, delivery, and testing of additional mobile radio stations to support two (2) new tower sites. These enhancements are critical to expanding and improving the overall communication coverage across MLGW service area.**

7. **Impact – Digital Mobile Radio (DMR) is a digital radio communication system which provides two-way communications and is widely used by emergency services, utilities, and critical infrastructure providers.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 3, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Ratification, Renewal, Scope Change and Increase (*Change No. 1*) to Contract No. 12276, Mobile Radio Replacement with Leonardo US Cyber and Security Solutions, LLC to ratify, renew, expand the scope and increase the current contract in the funded amount of $819,262.00.

The project scope is for a Digital Mobile Radio (DMR) III simulcast (trunked) radio communications system that will support critical communications and provide enhanced two-way wireless communications capabilities. The contract award was based on the Request for Proposals ("RFP") evaluation process.

This change is to ratify and renew the current contract for continuous support and maintenance for four (4) years for the period covering February 2, 2024 through April 2, 2028 with no increase in rates from the initial term. In addition, this change is to expand the scope and increase the contract value to professionally install two (2) new tower sites in the amount of $788,249.75. These enhancements are critical to expanding and improving the overall communication coverage across MLGW service area. MLGW is also requesting contingency funds in the amount of $31,012.25 to cover unexpected costs of materials, parts, and shipping. The total amount of this ratification, renewal, scope change and increase is $819,262.00. This ratification, renewal, scope change and increase complies with all applicable laws and policies. The new contract value is $7,706,580.00.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Ratification, Renewal, Scope Change and Increase (*Change No.* 1) to Contract No. 12276, Mobile Radio Replacement with Leonardo US Cyber and Security Solutions, LLC to ratify, renew, expand the scope and increase the current contract in the funded amount of $819,262.00, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Ratification, Renewal, Scope Change and Increase.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 3, 2025 approved Ratification, Renewal, Scope Change and Increase (*Change No. 1*) to Contract No. 12276, Mobile Radio Replacement with Leonardo US Cyber and Security Solutions, LLC to ratify, renew, expand the scope and increase the current contract in the funded amount of $819,262.00, and is now recommending to the Council of the City of Memphis that it approves said ratification, renewal, scope change and increase as approved; and

WHEREAS, the project scope is for a Digital Mobile Radio (DMR) III simulcast (trunked) radio communications system that will support critical communications and provide enhanced two-way wireless communications capabilities. The contract award was based on the Request for Proposals ("RFP") evaluation process; and

WHEREAS, this change is to ratify and renew the current contract for continuous support and maintenance for four (4) years for the period covering February 2, 2024 through April 2, 2028 with no increase in rates from the initial term. In addition, this change is to expand the scope and increase the contract value to professionally install two (2) new tower sites in the amount of $788,249.75. These enhancements are critical to expanding and improving the overall communication coverage across MLGW service area. MLGW is also requesting contingency funds in the amount of $31,012.25 to cover unexpected costs of materials, parts, and shipping. The total amount of this ratification, renewal, scope change and increase is $819,262.00. This ratification, renewal, scope change and increase complies with all applicable laws and policies. The new contract value is $7,706,580.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Ratification, Renewal, Scope Change and Increase (*Change No. 1*) to Contract No. 12276, Mobile Radio Replacement with Leonardo US Cyber and Security Solutions, LLC to ratify, renew, expand the scope and increase the current contract in the funded amount of $819,262.00 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Quinton Clark
Procurement Contracts Specialist: Shanikka Tate/Von Griffin

Board Meeting Date: 12/3/2025
Contract Number: 12276
Purchase Commodity:
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	**0562120 / Telecommunications Engineering / Ramon Lelis / 528-4650 / rlelis@mlgw.org**
Scope: Contract X Purchase ____ Other ____	**The project scope is for a Digital Mobile Radio (DMR) III simulcast (trunked) radio communications system that will support critical communications and provide enhanced two-way wireless communications capabilities.**
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	**This change is to ratify and renew the current contract for continuous support and maintenance for four (4) years for the period covering February 2, 2024 through April 2, 2028. In additon, this change is to expand the scope and increase the contract value to professionally install two (2) new tower sites.**
Where will the work take place? *(MLGW facility or jobsite, etc.)*	**The work will take place at various MLGW facilities in Shelby County, Tennessee.**
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	**The need exists to replace the existing outdated mobile radio system.**
Are there any anticipated vendor issues? (If so, please explain)	**No**
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	**No**
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	**No**
If applicable, how was the recommendation determined? (Bid or RFP) **RFP**	

BUDGET:

	Total	In 2026 Budget Year	After Budget Year
Amount Requested	$ 819,262.00	$ 819,262.00	$ -
2026 Budget*	$ 20,300,000.00		
Amount Spent Year-to-Date	$ -		
2026 Budget Balance Available		$ 20,300,000.00	
Budget Balance After Award		$ 19,480,738.00	

Please indicate category *(O&M or Capital).

[ ] **O&M**
[X] **Capital**

Project Telecommunication Network
Expenditure Organization 0562120 Telecommunications Engineering
Expenditure Type eAM Outside Purchases
Task Admin Expense

Comments:Approval contingent on the 2026 budget approval.

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:

Ronda Croft — **11.19.2025**

Budget & Financial Planning — **Date**

Rev. 11/01/2018

Contractor: **Leonardo US Cyber and Security Solutions, LLC**

12/3/2025

Contract Number: 12276

	Actions	**Date**	**Amount**
Original Award	**Award**	**2/2/2022**	**$6,887,318.00**
Amount Paid to Date as of 11.14.25			**$6,885,059.55**
Current Contract Balance			$2,258.45
Ratification, Renewal, Scope Change and Increase (Change Order No. 1)	***This change is to ratify and renew the current contract for continuous support and maintenance for four (4) years for the period covering February 2, 2024 through April 2, 2028 with no increase in rates from the initial term. In addition, this change is to expand the scope and increase the contract value to professionally install two (2) new tower sites in the amount of $788,249.75. These enhancements are critical to expanding and improving the overall communication coverage across MLGW service area. MLGW is also requesting contingency funds in the amount of $31,012.25 to cover unexpected costs of materials, parts, and shipping. The total amount of this ratification, renewal, scope change and increase is $819,262.00. This ratification, renewal, scope change and increase complies with all applicable laws and policies. The new contract value is $7,706,580.00.***	***12/3/2025***	***$819,262.00***
Available Balance			**$821,520.45**
Cumulative Contract Value			**$7,706,580.00**

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION **CONTRACT CHANGE NO. 1**
CITY OF MEMPHIS **DATE OF CHANGE DECEMBER 3, 2025**
CONTRACT NUMBER 12276 **SHEET 1 OF 8**

TO: JIM COLLUM

LEONARDO US CYBER AND SECURITY SOLUTIONS, LLC

4221 TUDOR LANE

GREENSBORO NC 27410

YOU ARE ADVISED THAT THE MEMPHIS LIGHT, GAS AND WATER DIVISION, CITY OF MEMPHIS, MEMPHIS, TENNESSEE HEREBY AUTHORIZES THE FOLLOWING CHANGE IN REGARD TO THE ABOVE CONTRACT NUMBER. THE CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF SAID CONTRACT AND PREVIOUS CHANGES.

THE PROJECT SCOPE IS FOR A DIGITAL MOBILE RADIO (DMR) III SIMULCAST (TRUNKED) RADIO COMMUNICATIONS SYSTEM THAT WILL SUPPORT CRITICAL COMMUNICATIONS AND PROVIDE ENHANCED TWO-WAY WIRELESS COMMUNICATIONS CAPABILITIES. THE CONTRACT AWARD WAS BASED ON THE REQUEST FOR PROPOSALS ("RFP") EVALUATION PROCESS.

THIS CHANGE IS TO RATIFY AND RENEW THE CURRENT CONTRACT FOR CONTINUOUS SUPPORT AND MAINTENANCE FOR FOUR (4) YEARS FOR THE PERIOD COVERING FEBRUARY 2, 2024 THROUGH APRIL 2, 2028 WITH NO INCREASE IN RATES FROM THE INITIAL TERM. IN ADDITION, THIS CHANGE IS TO EXPAND THE SCOPE AND INCREASE THE CONTRACT VALUE TO PROFESSIONALLY INSTALL TWO (2) NEW TOWER SITES IN THE AMOUNT OF $788,249.75. THESE ENHANCEMENTS ARE CRITICAL TO EXPANDING AND IMPROVING THE OVERALL COMMUNICATION COVERAGE ACROSS MLGW SERVICE AREA. MLGW IS ALSO REQUESTING CONTINGENCY FUNDS IN THE AMOUNT OF $31,012.25 TO COVER UNEXPECTED COSTS OF MATERIALS, PARTS, AND SHIPPING. THE TOTAL AMOUNT OF THIS RATIFICATION, RENEWAL, SCOPE CHANGE AND INCREASE IS $819,262.00. THIS RATIFICATION, RENEWAL, SCOPE CHANGE AND INCREASE COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS $7,706,580.00.

CHANGE IN CONTRACT PRICE:

CONTRACT AMOUNT	**$ 6,887,318.00**	**Ratification, Renewal, Scope Change**
CHANGE AMOUNT	**$ 819,262.00**	**- and Increase (*Change No. 1*)**
TOTAL CONTRACT AMOUNT	**$ 7,706,580.00**	

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

APPROVED BY THE PRESIDENT **DATE**

Docusign Envelope ID: A7715DFF-1736-4985-9850-517FBBE729FF

Sam Kahel
Memphis Light, Gas & Water Division
220 South Main Street
Memphis, TN 38103

November 3, 2025

Subject: Quotation for additional 2 x
800Mhz DMR sites
LDO Reference: MLGW-24905-2

Dear Sam,

After our meeting on October 16, 2025 to discuss the change order to the existing contract between Leonardo and MLGW, Leonardo is pleased to extend the pricing provided to you on October 3, 2025. The pricing is extended to January 31, 2026, pending availability of the 800 MHz RBS4000 base station at the time the MLGW purchase order is presented to Leonardo.

We would like to remind you that there is a possibility that we will exhaust our 800 MHz RBS finished goods inventory before the end of pricing offer on January 31, 2026.

The offer on the table for your consideration is a proposal to design, build, and deliver additional N.2 800 MHz DMR sites at firm and fixed price of $ $788,249.75

Price schedule detail is attached to this letter.

The current offer has been updated to incorporate the last requested changes, including the power system, antenna, feed lines and one week on-field commissioning service. Site expansion kits per attached Bill of Material (BOM).

The site equipment will be staged, assembled and tested in Lewisville, Texas.
Shipping Terms are FOB Memphis, TN (MLGW Facility) as requested. Shipping price associated with these terms has been added to this quote.

The warranty terms and conditions are for a 2-years warranty on the supply to meet the project requirement.

Our proposed prices are firm and fixed and until January 31, 2026. and per the attached terms and conditions.

Leonardo US Cyber & Security Solutions
4221 Tudor Lane
Greensboro, NC 27410 USA

Payment terms are net 30 days after: 25% with order, 50% after delivery and 25% when sites are commissioned.

Sincerely,

Jim Collum

Jim Collum
Manager of Systems Engineering
Leonardo US Cyber and Security Solutions, LLC
4221 Tudor Lane
Greensboro, NC 27410
Mobile 913-620-4956
jim.collum@leonardocompany-us.com

Signed by:
Sam Kahel
DC199DC4121B45B...
11/7/2025

Sam Kahel, Telecom Engineering Supervisor

DocuSigned by:
Neil Strongosky
49B555271F66405...
11/7/2025

Neil Strongosky, STEO Manager

Price Schedule

S/No	Description	Qty	Unit Price	Ext/Price
	ECOS-D Site Expansion kit			
1	800MHZ 110W RADIO BASE STATION	24	$ 14,398.00	$ 345,552.00
2	Site Managed, Ethernet Switch, 8-24 Port, 48 Vdc	4	$ 3,000.00	$ 12,000.00
3	Fast Ethernet module with 8 10/100T	4	$ 250.00	$ 1,000.00
4	DC Power system, details on BOM	2	$ 21,500.00	$ 43,000.00
5	Mobile radio Racking and staging Rack Build and Integration of site kits for MLGW Expansion including racks and ancillaries	2	$ 34,009.55	$ 68,019.09
6	Antenna System for sites, details on BOM	2	$ 89,909.00	$ 179,818.00
7	Hardware and Software standard warranty per year	2	$ 21,018.80	$ 42,037.60
8	Site commissioning (3days)	1	$ 14,745.96	$ 14,745.96
9	Radio Coverage study	1	$ 18,000.00	$ 18,000.00
10	System Engineering, Design & Technical support	1	$ 26,637.09	$ 26,637.09
11	Project Management	1	$ 29,440.00	$ 29,440.00
12	Shipping-FOB Memphis, TN (MLGW Facility)	1	$ 8,000.00	$ 8,000.00
			Total Amount BAFO	**$ 788,249.75**

T&C	
1	Warranty: 2 Year Standard Hardware and software from delivery date.
2	Delivery Terms : FOB Memphis, TN (MLGW Facility)
3	Offer validity: 30 days.
4	Payments terms: 30 days net, 25% with order, 50% upon delivery of goods and 25% when sites are commissioned.
5	Price are valid in conjunction with Leonardo US Cyber and Security Solutions T&C of sales.

Leonardo US Cyber & Security Solutions
4221 Tudor Lane
Greensboro, NC 27410 USA

Docusign Envelope ID: A7715DFF-1736-4985-9850-517FBBE729FF

LEONARDO

Bill of Materials

Subsystem	Description	Quantity
Mobile Radio Base Stations	800MHZ 110W RADIO BASE STATION	24
DC Power System	RECTIFER SHELF	4
DC Power System	Controller	4
DC Power System	FLATPACK S 48V/1800W HE RECTIFIER	12
DC Power System	BULLET BRKR STRAP, 125A, PLUG-IN	8
DC Power System	CIR. BRKR, 80 A PLUG-IN BULLET	8
DC Power System	LINE CORD WITH AMP MATE-N-LOCK CONNECTOR	12
DC Power System	CAN-BUS/ETHERNET CABLE	4
DC Power System	BREAKER PANEL 1U 6A/6B -/+24-48VDC	4
DC Power System	5A OV BREAKER	12
DC Power System	10A OV BREAKER	16
DC Power System	OV BREAKER BLANK COVER	20
DC Power System	DISTRIBUTION CABLE KIT	4
DC Power System	TEMPERATURE PROBE KIT	4
DC Power System	NorthStar SBS-100F Batteries	16
DC Power System	Battery Tray for 19" Rack	4
Mobile Radio Rack Equipment	EIA 19 inch Rack, 7 ft.	6
Mobile Radio Rack Equipment	Site Managed, Ethernet Switch, 8-24 Port, 48 Vdc	4
Mobile Radio Rack Equipment	Fast Ethernet module with 8 10/100T	4
Mobile Radio Rack Equipment	Plastic Standoffs for Wiring (Qty. 20)	6
Mobile Radio Rack Equipment	19" Low Profile Shelf; 19"W x 3.47"H x 19"D; Black; Double Sided; Non-Vented	4
Mobile Radio Rack Equipment	Rackmount 19in AC Powerstrip, 12 Outlet	4
Mobile Radio Rack Equipment	CAT5e Field-Configurable Unloaded Patch Panel (24 port, 1 RU)	4
Mobile Radio Rack Equipment	Category 6 Screened Keystone Feed-Thru Coupler	50

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Mobile Radio Antenna System	ANTENNA.12dBd OMNI,LOW-PIM,DIN	8
Mobile Radio Antenna System	TTA FILTER ASSEMBLY, COMPACT	2
Mobile Radio Antenna System	700MHz,16CH,RXMC W/PDU,AC	2
Mobile Radio Antenna System	CERAMIC COMBINER, 800 MHz,6 CH	4
Mobile Radio Antenna System	CH. POWER MONITOR, TEMP SENSOR	24
Mobile Radio Antenna System	SMA CH. PWR MONTR,DIN CONN,DC	4
Mobile Radio Antenna System	DIN Female 1 5/8" for AVA7-50	16
Mobile Radio Antenna System	1-5/8" Foam Heliax AVA Cable-priced per ft (350 ft. runs)	2800
Mobile Radio Antenna System	Connector 7/16 DIN Male UPL-DM-12S 1/2" Superflex	4
Mobile Radio Antenna System	Connector 7/16 DIN Male RFD-1604-21 3/8" Coax LMR400	2
Mobile Radio Antenna System	Connector 7/16 DIN Female AL7DF-PSA 1 5/8" Coax	5
Mobile Radio Antenna System	POLYPHASER 800-2500 MHz DC Pass Coax Protector 7/16 DIN Male - 7/16 DIN Female.	6
Mobile Radio Antenna System	Type N F/F Coaxial RF Surge Protector, 800MHz - 2.5GHz, 300W, IP67, 36 V Max., 1.5mJ, 20kA, Hybrid, Bracket Down, Hole Mount	4
Mobile Radio Antenna System	GPS Coax - 3/8" (350 ft. runs) LMR-400-UF-FR	700
Mobile Radio Antenna System	1/2" 50 Ohm Superflex Coax Cable	100
Mobile Radio Antenna System	7/16 DIN Male for 1/2 Superflex-Antenna Jumpers	20
Mobile Radio Antenna System	Ground Kit for LMR®-400	6
Mobile Radio Antenna System	Ground kit for 1-5/8" cable	24
Mobile Radio Antenna System	7/16 DIN Male for 1/2 Superflex	24
Mobile Radio Antenna System	N Male Connector for 1/2 in Superflex Cable	4

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Docusign Envelope ID: A7715DFF-1736-4985-9850-517FBBE729FF

Mobile Radio Antenna System	RF Connector, BNC Straight Crimp Plug, RG-223	24
Mobile Radio Antenna System	CONN,PLUG,ELEC	24
Mobile Radio Antenna System	CONN,PLUG,ELEC SMA MALE,STR 9001-1023-001	4
Mobile Radio Antenna System	CABLE,RF RG -142	240
Mobile Radio GPS Antenna System	ANTENNA-GPS	4
Mobile Radio GPS Antenna System	GPS Coax - 3/8" 50 OHM LMR400	400
Mobile Radio GPS Antenna System	Surge Arrestor-GPS N Female - Equip, N Female - Antenna DC Pass Thru	4
Mobile Radio GPS Antenna System	GPS Coax - 3/8" 50 OHM LMR400	200
Mobile Radio GPS Antenna System	TNC 50 OHM Male Clamlp Plug	4
Mobile Radio GPS Antenna System	N Male-Times LMR®-400	12
Mobile Radio GPS Antenna System	GPS 1X8 Integrated Rack Mount Splitter 48 V DC (Enhanced)	4
Mobile Radio GPS Antenna System	CABLE,RF RG-142	240
Mobile Radio GPS Antenna System	SMA Male Straight Plug Crimp type- RG142	24
Mobile Radio GPS Antenna System	BNC Male Crimp RG142	24

Leonardo US Cyber & Security Solutions
4221 Tudor Lane
Greensboro, NC 27410 USA

Quote Offer Terms and Conditions

This Quote constitutes an Offer from Leonardo US Cyber and Security Solutions, LLC (Leonardo US CSS) to Customer and does not constitute a binding contract until a Customer Purchase Order is accepted. Leonardo US CSS reserves the right, in its sole discretion, to refuse any Purchase Order submitted by Customer. Any Purchase Order submitted by Customer in response to this Quote and accepted by Leonardo US CSS is subject to the terms and conditions set forth below. Quote Prices stated herein shall be valid until the Expiration Date listed above; prices are subject to adjustment after that date. Notwithstanding, if installation service dates or requirements are modified by the Customer for any reason, Leonardo US CSS reserves the right to revise this Quote to reflect any adjustments (including pricing) and require an updated Customer Purchase Order prior to acceptance. Tariffs will be itemized on invoices when applicable.

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing and signed by an authorized representative of (Senior Vice President or above) of Leonardo US CSS. Leonardo US CSS will not be bound by any terms of Customer's purchase order unless expressly agreed to in writing and signed by an authorized representative (Senior Vice President or above) of Leonardo US CSS.

Shipment and Delivery. All orders shipped FOB Greensboro.

Title. Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of Leonardo US CSS ES or its licensors**. Refer to the Leonardo US CSS Software License Agreement documentation provided with the shipment**.

Payment Terms. Leonardo US CSS shall invoice Customer upon shipment for 25% of the total price as an initial down payment upon receipt of a Purchase Order. The remaining 75% will be invoiced upon delivery. Payment is due Net 30 days. Payment by credit card is subject to a fee of 3%.

Taxes may not be reflected in this Quote. However, taxes may be added to the amount in the payment invoice(s) sent to Customer, unless Customer provides a certificate confirming tax exempt status.

Cancellation or Delay. Orders accepted by Leonardo US CSS are subject to cancellation by Customer only upon the express written consent of Leonardo US CSS. Upon such cancellation and consent, Leonardo US CSS shall cease all work pertaining to the Customer's order, and Customer shall pay Leonardo US CSS for all work and materials that have been committed to and/or identified in Customer's order plus a cancellation charge as prescribed by Leonardo US CSS.

WARRANTY. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE LEONARDO US CSS WARRANTY COVERAGE DOCUMENTATION, LEONARDO US CSS WARRANTS ITS PRODUCTS AGAINST DEFECTS IN DESIGN, MATERIALS, AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF INSTALLATION IN ACCORDANCE WITH THE LEONARDO US CSS WARRANTY COVERAGE DOCUMENTATION. LEONARDO US CSS MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO THE PRODUCTS OR SERVICES.

Applicable Law. The terms of this Quote, their interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of North Carolina applicable to contracts entered into and wholly to be performed within said state. Any legal proceeding brought by either party pursuant to this Agreement shall be brought in a County or District Court located in Guilford County, North Carolina and the parties irrevocably consent to the jurisdiction of such courts.

FORCE MAJEURE. Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

COMPLIANCE WITH LAWS. Customer shall comply with all federal, state, local, and territorial laws, including without limitation any export control, employment, tax, anti-corruption, anti-bribery, privacy and data protection, immigration and anti-discrimination laws, and shall indemnify Leonardo US CSS for any liability incurred by Leonardo US CSS as a result of breach of any such obligation.

EXPORT COMPLIANCE. These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulation. This sale is subject to all laws, rules, regulations and public policies of the U.S., particularly those relating to the exportation of goods from the U.S. and the transmission of technical data or other information outside the U.S. By this purchase, Customer agrees to comply with all applicable U.S. laws and regulations which prohibit the export of technical data that originates in the U.S., or any product directly based on such data, without prior written authorization from appropriate U.S. agencies. Such compliance obligates Customer not to export Leonardo US CSS's confidential information or make it available to aliens or any unauthorized personnel, and to indemnify Leonardo US CSS for any liability incurred as a result of breach of such obligation.

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12601 - IPS Energy**

2. **Requested Funding – $479,216.00**

3. **Award Duration – Five (5) years from the date of the Notice to Proceed**

4. **Type of Bid – Sole Source**

5. **Awarded To – IPS-Energy USA, Inc.**

6. **Plain Language Description – IPS Energy is a software database for relay settings, relay workflow tracking, and maintenance tracking. This database aims to centralize all relay settings, settings communication with the field, and relay maintenance tracking for NERC Compliance in a single digital location. The scope of this work is a five (5) year contract beginning with the initial implementation and four (4) year price agreement for support, and updates for years two (2) through five (5).**

7. **Impact – The relay settings history is currently maintained on handwritten cards, and an outdated in-house program. Additionally, settings for microprocessor relays are scattered across multiple network drives making it difficult to access the "as left" settings easily. This new database aims to centralize all relay settings into a single digital location, facilitate better archiving of old settings, and easier access to the "as left" settings. In addition, the relay workflow tracking will enhance the monitoring of setting peer reviews, field deployment, and communication with other departments when new settings are in service.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 3, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas, and Water Commissioners the award of Contract No. 12601, IPS Energy to IPS-Energy USA, Inc. in the funded not-to-exceed amount of $479,216.00.

The project scope is to allow IPS-Energy USA, Inc., as a sole source provider, to provide the initial implementation to host a remote database and servers which allows MLGW's Electric Division to remotely connect to the database from the office or field to create a workflow tracking, initiate relay settings, maintenance tracking including updates, maintenance and support services and other various functions.

IPS-Energy USA, Inc. will provide services to implement the database on their hosted servers. This includes implementation of IPS Cloud, establishment of cloud infrastructure, installation of software, establishment of backup infrastructure, Microsoft server license, Windows server license, SQL server license, MS-Office license, CAL-Client Access license, preparation from credentials, integration with IPS Support Infrastructure, and IPS Start-Up Services. This software database aims to centralize all relay settings into a single digital location, facilitate better archiving of old settings, and easier access to the "as left" settings. In addition, the relay workflow tracking will enhance the monitoring of setting peer reviews, field deployment, and communication with other departments when new settings are in service. The term of this contract is five (5) years from the date of the Notice to Proceed with annual provisions for updates, software maintenance, and support services in the amount of $479,216.00. MLGW is requesting approval of this sole source award, which can only be provided by IPS-Energy USA, Inc. This sole source award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12601, IPS Energy to IPS-Energy USA, Inc. in the funded not-to-exceed amount of $479,216.00, as outlined in the above preamble, is approved; and further

THAT, the President or his designated representative is authorized to execute the Award.

RESOLUTION

WHEREAS, the Board of Light, Gas, and Water Commissioners in their meeting of December 3, 2025 awarded Contract No. 12601, IPS Energy to IPS-Energy USA, Inc. in the funded not-to-exceed amount of $479,216.00, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to allow IPS-Energy USA, Inc., as a sole source provider, to provide the initial implementation to host a remote database and servers which allows MLGW's Electric Division to remotely connect to the database from the office or field to create a workflow tracking, initiate relay settings, maintenance tracking including updates, maintenance and support services and other various functions; and

WHEREAS, IPS-Energy USA, Inc. will provide services to implement the database on their hosted servers. This includes implementation of IPS Cloud, establishment of cloud infrastructure, installation of software, establishment of backup infrastructure, Microsoft server license, Windows server license, SQL server license, MS-Office license, CAL-Client Access license, preparation from credentials, integration with IPS Support Infrastructure, and IPS Start-Up Services. This software database aims to centralize all relay settings into a single digital location, facilitate better archiving of old settings, and easier access to the "as left" settings. In addition, the relay workflow tracking will enhance the monitoring of setting peer reviews, field deployment, and communication with other departments when new settings are in service. The term of this contract is five (5) years from the date of the Notice to Proceed with annual provisions for updates, software maintenance, and support services in the amount of $479,216.00. MLGW is requesting approval of this sole source award, which can only be provided by IPS-Energy USA, Inc. This sole source award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12601, IPS Energy to IPS-Energy USA, Inc. in the funded not-to-exceed amount of $479,216.00 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Quinton Clark
Procurement Contracts Specialist: Arma Orr

Board Meeting Date: 12/3/2025
Contract Number: 12601
Purchase Commodity:
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	NERC Asset Engineering / Ryan Riales / 901-213-1201 / Ryan.Riales@mlgw.org	
Scope: Contract __X__ Purchase ____ Other ____	The project scope is to allow IPS-Energy USA, Inc., as a sole source provider, to provide the initial implementation to host a remote database and servers which allows MLGW's Electric Division to remotely connect to the database from the office or field to create a workflow tracking, initiate relay settings, maintenance tracking including updates, maintenance and support services and other various functions.	
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	This is a Sole Source award.	
Where will the work take place? *(MLGW facility or jobsite, etc.)*	This is a cloud based database service with most of the work conducted remotely but with the inception of gathering settings for the initial setup of the database.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The need exists to centralize all relay settings into a single digital location, facilitate better archiving of old settings, and easier access to the "as left" settings. In addition, the relay workflow tracking will enhance the monitoring of setting peer reviews, field deployment, and communication with other departments when new settings are in service.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) **Sole Source**		

BUDGET:

	Total	In 2025 Budget Year	After Budget Year
Amount Requested	$ 479,216.00	$ -	$ 479,216.00
2025 Budget*	$ -		
Amount Spent Year-to-Date	$ -		
2025 Budget Balance Available		$ -	
Budget Balance After Award		$ -	

Please indicate category *(O&M or Capital).

[X] **O&M**
[ ] **Capital**

Project Transmission Engr R2024
Expenditure Organization 562130 NERC Asset Engineering
Expenditure Type Purchase PC Software
Task Admin Expense

Comments: **Approval contingent on the 2026 budget approval.**

Expenditure Type	Budget	Actual	Available
Purchase PC Software	$ 479,216.00	$ -	$ 479,216.00
	$ -	$ -	$ -
			$ -

APPROVED:

Ronda Croft

Budget & Financial Planning

10.29.2025
Date

Rev. 11/01/2018

MEMPHIS LIGHT, GAS & WATER DIVISION
INTERDEPARTMENTAL

TO: Board of Commissioners **DATE: 12/3/2025**

FROM: Randy Orsby

SUBJECT: Contract No. 12601, IPS Energy

The Contracts Management Department received a request to enter into a sole source agreement from the Substation and Telecommunications Engineering Department with an outline of work to allow IPS-Energy USA, Inc., as a sole source provider, to provide the initial implementation to host a remote database and servers which allows MLGW's Electric Division to remotely connect to the database from the office or field to create a workflow tracking, initiate relay settings, maintenance tracking including updates, maintenance and support services and other various functions.

IPS-Energy USA, Inc., will provide services to implement the database on their hosted servers. This includes implementation of IPS Cloud, establishment of cloud infrastructure, installation of software, establishment of backup infrastructure, Microsoft server license, Windows server license, SQL server license, MS-Office license, CAL-Client Access license, preparation from credentials, integration with IPS Support Infrastructure, and IPS Start-Up Services. This software database aims to centralize all relay settings into a single digital location, facilitating better archiving of old settings and easier access to the "as left" settings. In addition, the relay workflow tracking will enhance the monitoring of settings peer reviews, field deployment, and communication with other departments when new settings are in service. The term of this contract is five (5) years from the date of the Notice to Proceed with annual provisions for updates, software maintenance, and support services in the amount of $479,216.00. MLGW is requesting approval of this sole source award, which can only be provided by IPS-Energy USA, Inc.

Provider	Total Agreement Amount	Local Bidding Preference and Presence Comments
IPS-Energy USA, Inc. 107 N. State Road 135, Suite 205 Greenwood, IN 46142	$479,216.00	N/A

MLGW, through its sole source process, recommends the award of Contract No. 12601, IPS Energy to IPS-Energy USA, Inc. in the funded not-to-exceed amount of $479,216.00.

Docusign Envelope ID: 48790648-68E5-454A-860B-39B0F67E8CF6

IPS-ENERGY USA, Inc.
PO Box 332 Bargersville
IN 46106
United States

info@ips-energy.com
www.ips-energy.com

Estimate

#ES-1270

Date Created: 22 Jan 2025
Estimate Processed By: Rebecca Day
Billing Terms: Net 30

Memphis Light, Gas and Water
220 S. Main St.
Memphis 38103
TN

US - United States

TOTAL (exc.VAT)

200,000.00 USD

Expiration Date: 31 Mar 2026

Sales Rep

Randy Norman (randy.norman@ips-energy.com)

Description

See Attached Notes Documentation for Additional Information

IPS-ENERGY USA, Inc.
PO Box 332 Bargersville
IN 46106
United States

info@ips-energy.com
www.ips-energy.com

Estimate

#ES-1270

Date Created: 22 Jan 2025
Estimate Processed By: Rebecca Day
Billing Terms: Net 30

Item	Quantity	Units	Rate (USD)	Amount (USD)
IPS Compact Subscription Enterprise Plus IPS Compact Subscription Enterprise Plus includes: 1. 1x IPS®SYSTEMS Server Licenses with all modules included; 2. 5 x Concurrent Client License forIPS®SYSTEMS Server Licenses with all modules included; 3. Up to 20000 Assets; 4. Up to 20 GB Database size; 5. Up to 5 Concurrent Client Licenses for IPS®SmartGridDI Publisher; 6. Up to 50 Services for IPS®SmartGridDI; 7. Up to 5 Data Source Connections; 8. 1 x IPS®SmartGridDI Studio (Configurator); 9. 1 x IPS Integration Package Server License: IPS®WEB Service Server License; 10. 1 x IPS®IR Interface Request License; 11. 1 x IPS®MobApp Server License; 12. 1 x IPS®SYSTEMS ADMIN License Extensions for the limitations below are available upon request: 1) 1 x LUNA Super User Named Client License for 1 x Unlimited Access to all modules from IPS®ENERGY, IPS®LUNA, IPS®WEB MobApp, IPS®SmartGridDI Studio, IPS®SmartGridDI Publisher, IPS®MobApp L&S, IPS®SYSTEM Admin Licence; 2) 5 x LUNA Power User Named Client License for 5 x Unlimited Access to all modules from IPS®ENERGY, IPS®LUNA, IPS®WEB MobApp, IPS®SmartGridDI Publisher, IPS®MobApp L&S; 3) 5 x LUNA Standard User Named Client License for 5 x Unlimited Access to all modules from IPS®LUNA, IPS®WEB MobApp, IPS®SmartGridDI Publisher, IPS®MobApp L&S; 4) Asset number extension; 5) Database size related to the specification of the Environment; 6) Up to 50 Services for IPS®SmartGridDI; 7) Up to 5 Data Source Connections; 8) 1 x IPS®IR Interface Request License Notes:	12	pcs/month	5,817.00	69,804.00

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IPS-ENERGY USA, Inc.
PO Box 332 Bargersville
IN 46106
United States

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www.ips-energy.com

Estimate

#ES-1270

Date Created: 22 Jan 2025
Estimate Processed By: Rebecca Day
Billing Terms: Net 30

Item	Quantity	Units	Rate (USD)	Amount (USD)
1) The monthly subscription charge is for a minimum of 12 months, payable in advance on the first day of each month via EFT. At the end of each 12-month interval, the subscription can be renewed for another 12 months; 2) Any number of user IDs can be defined in the system, but only the licensed number can be logged in at any given time; 3) Charges for additional Assets and database size will be based upon random samples taken throughout the month; 4) For management of more than 20000 Assets: an additional fee will be charged (see offered options); 5) 5 concurrent users (Remote Desktop or Web). are included. For each additional concurrent user, an additional fee will be charged (see offered options); 6) Up to 20GB of the database is included. For additional database size in increments of 10 GB, an additional fee will be charged (see offered options); 7) Up to 50 Services for IPS®SmartGridDI are Included. For additional services above 50 in increments of 50 additional fees will be charged (see offered options); 8) Up to 5 Data Source Connections are included. For additional data source connections above 5 in increments of 5 additional fees will be charged (see offered options); 9) Additional IPS-IR Interface Request Licenses Can be purchased on demand (see offered options). For the entire condition please refer to IPS®SYSTEMS Service Agreement and Service Level Agreement.				
IPS Compact Subscription Enterprise Start-Up Costs Server-License - Implementation of IPS®CLOUD - Establishment Cloud Infrastructure - Installation of software - Establishment of backup infrastructure - Microsoft Server Licenses - Windows Server License - SQL Server License - Windows License	1	pcs	15,641.00	15,641.00

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Item	Quantity	Units	Rate (USD)	Amount (USD)
- MS-Office License - CAL-Client Access License - Preparation from Credentials - Integration with IPS Support Infrastructure - IPS Start-Up Services				
Subtotal Startup and 1 Year Subscription				85,445.00
Project Management - Hour Senior Project Manager Project management hour by senior application consultant within standard working time 07:00- 19:00	150	h	278.00	41,700.00
Consulting Day - Standard Consultant Consulting day of standard consultant NOTE: Working day is calculated as 8 hours working day	3	d	2,203.00	6,609.00
Data Import - Location Hierarchy Import One-time Location hierarchy data import in IPS®SYSTEMS from IPS standard Excel templates Included: - Data control- Update execution - Data Migration on Production Server - Error Handling and Optimization NOTE: This item is an estimate based on IPS' experience. Error handling includes two iterations. For the case of more iterations while data error handling IPS will charge additional day of standard consultant	25	pcs	169.00	4,225.00
IPS®RELEX Relay Parameter Model/ Version Checking per Type Included:	5,000	pcs	26.00	130,000.00

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- IPS®RELEX Database Parameter Pattern - Checking Data Model: - Checking the compatibility of the relay file with the existing data model - Checking/Adding RMI & RVI (Relay Model and Version) Information from relay - Making a list for improvement of the relay parameter pattern (IF any) - Making a list for the development of the new relay parameter pattern (IF any) -Import Relay Asset -Attach Setting File -Populate Database from Setting File NOTE: This is estimation done with relay setting files. The calculation is based on a number of the files.				
IPS®RELEX Relay Parameter Model - High Complexity For RFL and Hughes Relay Equipment 10 Pieces Estimate, Additional High Complexity Relays Not currently in the system may incur additional charges. IPS®RELEX Relay Parameter Model- High Complexity Included: - Development or Improvement of IPS®RELEX Parameter Pattern Database, which allows: - Direct Parameter import - Parameter comparison - Mapping model with CAPE for export/import - Parameter Export to XRIO (If manufacturer supports):	10	pcs	911.00	9,110.00

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High Complexity are relays technologies that require significant manual actions for relay modeling (Usually older relay technologies or Non-Digital Relays with > 40 Parameters): See available relay patterns at https://www.ips-energy.com/en/products-solutions/downloads. NOTE: All available Relay Parameter Patterns (Models) are free. Please be aware that the relay parameter pattern depends on a combination of the Model (RMI – Relay Model Information) and Relay Firmware (RVI – Relay Version Information). IPS is a guarantee that the pattern is compatible with IPS in case if RMI and RVI combination match.				
IPS®RELEX Relay Parameter Model - Low Complexity For Electromax Relays, Estimate 5. Additional low-complexity relays not currently in the system may incur additional charges. IPS®RELEX Relay Parameter Model- Low Complexity Included: - Development or Improvement of IPS®RELEX Parameter Pattern Database which allows: - Direct Parameter import - Parameter comparison - Mapping model with CAPE for export/import - Parameter Export to XRIO (If manufacturer supports): Low Complexity are relays setting export file technologies that require low manual actions for relay modeling (Usually newer relay technologies or Non-Downloadable relays with <20 parameters): See available relay patterns at https://www.ips-energy.com/en/products-solutions/downloads/ NOTE: All available Relay Parameter Patterns (Models) are free of charge. Please be aware that the relay parameter pattern is depending on the combination of the Model (RMI – Relay Model Information) and Relay Firmware (RVI – Relay Version Information). IPS is a guarantee that the pattern is compatible with IPS in case if RMI and RVI combination is matching.	5	pcs		1,030.00

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Item	Quantity	Units	Rate (USD)	Amount (USD)
IPS®RELEX Relay Parser Development IPS®RELEX Relay Parser Development Included: - Development of Relay Parser Development	2		13,790.00	27,580.00
IPS®SYSTEMS User Training Included: - Eight (8) Hours Training for IPS®SYSTEMS with breaks.	5	d		17,280.00
Traveling Package Travel expenses: (Estimate Only) GSA Per Diem for Area, per days traveled, and onsite Actuals for Airfare and Ground Transportation Actuals for Accommodations NOTE: Traveling includes traveling expenses per traveling in both directions	1	pack		4,000.00
Subtotal Total Start-up, training, and Implementation for year 1.				241,534.00
Discount Special Discount for First Year Subscription, Startup, Training, and Implementation.				-126,979.00

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Applied Discount	-126,979.00 USD
Subtotal	200,000.00 USD
Tax	0.00 USD
Total	**200,000.00 USD**

Email address for a purchase order: sales.support@ips-energy.com.

Additional Terms

$50,000.00 Due Upon Contract Signing
$150,000.00 Due Upon Project Completion
$69,804.00 Price of Subscription held for the next 4 years

Randy Norman, Sales and Support Manager, USA

IPS ENERGY USA Inc.

Signature Page for Estimate 1270 for Memphis Light, Gas and Water

An authorized representative of Customer and IPS have signed this Estimate as of the dates below:

Customer:

Date: 11/10/2025

Name of signatory in capital letters:

Wayne Ellis

Signature and title of representative of Memphis Light, Gas and Water:

DocuSigned by:
W Ellis
D6EC0DC70285481...

Director Substation and Telecommunications Engineering and Operations

IPS:

Date: 11/7/2025

Name of signatory in capital letters:

RANDY L. NORMAN

Signature and title of representative of IPS-ENERGY USA, Inc

Randy L. Norman

HP

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Notes Pertaining to Estimate 1270 for Memphis Light, Gas and Water

Note 1: This offer is for our bundled Compact Utility System. It includes access to all system modules for 5 concurrent users, 20,000 assets and a 20 GB database. The system will be hosted in the IPS®CLOUD.

Note 2: n/a

Note 3: n/a

Note 4: The subscription price includes annual Support & Updates.

Note 5: n/a

Note 6: n/a

Note 7: Education and training will be focused on the customer implementation team. They will then be prepared to make configuration and implementation decisions. They will also be prepared to develop updated business processes and procedures based upon the knowledge of the IPS system and the configuration decisions. IPS will assist the customer team to develop end-user training material based upon the decisions made by the team. Customer trainers will then train all end-users.

Note 8: Implementation and travel estimates are based upon the best knowledge we have from the previous discussions, answered questions and our experience. This offer includes 1 on-site visit for project planning.

Note 9: Travel expenses for airfare, car rental, hotels and other ground transportation will be charged at actual cost. A per diem charge at the rate found on www.gsa.gov for your location will cover meals and any other incidental expenses incurred.

Note 10: IPS understands the general scope and functionality desired in this project. However, there are many details that will affect the amount of time required to meet project objectives that will not be known until all details are agreed to. For a year-1 price of $200,000, please consider the assumptions in Note 11.

A Statement of Work (SOW) will be written and signed with all details.

Note 11: The price offered herein has the following stipulations:

1. Customer will provide the overall Project Manager

2. All data gathering and scrubbing will be done by customer. Matching to relay patterns and loading of settings will be done by IPS.

2.1 - All data for loading will be supplied to IPS in the format specified by IPS

2.2 - All relay setting files will be uploaded to a secure FTP site provided by IPS with the Asset identifier included as the last node of the file name

2.3 - Each setting file will contain the settings for only one relay (asset). For example, each SEL .rdb file will contain only one relay.

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2.4 - Only the active settings will be loaded

3. Only the patterns and parsers will be included

4. Two rounds of data loading, review and cleanup

5. Customer can make project decisions in a timely fashion with a clear and effective escalation process in place

6. The end result of loading will be:

6.1 - Location hierarchy

6.2 - All assets with data fields supplied in the spreadsheet

6.3 - Relay setting file attached to the setting record

6.4 - Relay settings parsed from the setting file and loaded to the setting record

6.5 - Other attachments for the setting record or asset

7. End user training will be done by customer personnel

8. Customer IT will be available as needed on the project specifically for establishing communication with the IPS®CLOUD

Note 12: Insights on project difficulties and reasons for delays (Not specific to this project, but generally applicable.)

Since the implementation of strategic systems usually crosses departmental lines and requires the agreement of those departments to develop new business processes and procedures, one of the most common difficulties faced in these implementation projects is the ability of the customer to agree internally and make decisions. Another difficulty is for the customer project team to maintain focus. If the SMEs and other team members are not full time on the project it is difficult for them to keep on schedule if their regular job duties continue to take precedence over project tasks. The third most common difficulty is low quality data that need to be loaded into the new system. This includes data that are incomplete, incompatible, unstructured and non-relatable. Most customers assume their current data are much higher quality than they really are. This leads to underbudgeting of data loading tasks and missing of target dates.

Keep in mind that IPS is a software company. We are not a general consulting and project management company. We assume the customer provides the overall Project Manager and a team of SMEs and other team members as necessary to carry out the assigned tasks on the customer side. IPS will provide a Project Coordinator who works with the PM to ensure IPS-assigned tasks are understood and required IPS resources are applied to complete the tasks.

The first two difficulties identified above must be managed by the PM and the customer management. These are often symptoms of a project that does not have full management support that

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can set clear objectives, provide the requisite funding and staff and have a well-defined and effective escalation process so decisions can be made in a timely fashion to keep the project on schedule.

The third difficulty, data quality, is one where IPS has significant experience, expertise and the tools that assist the customer in understanding their data and identifying the steps necessary to load the new system with complete and accurate data. Data cleansing and preparation is often the critical path of the project. This is, again, an area where tough decisions will have to be made. For example, it might be desirous to standardize the naming of assets but it is determined that will extend the project by two months and add $100,000 to the implementation costs. Or, the assets can be loaded with the current disparate names and the project stays on time and budget but the added value of standardization is deferred.

In all areas, IPS will assist with our experience and expertise to bring the project to a successful conclusion.

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Memphis Light, Gas and Water
220 S. Main St.
Memphis 38103
TN

US - United States

TOTAL (exc.VAT)

279,216.00 USD

Expiration Date: 31 Mar 2026

Sales Rep
Randy Norman (randy.norman@ips-energy.com)

Description
EPIS Compact Solution Subscription for Years 2 - 5 Subscription Dates to Be Determined

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IPS Compact Subscription Enterprise Plus IPS Compact Subscription Enterprise Plus Year Two includes: 1. 1x IPS®SYSTEMS Server Licenses with all modules included; 2. 5 x Concurrent Client License forIPS®SYSTEMS Server Licenses with all modules included; 3. Up to 20000 Assets; 4. Up to 20 GB Database size; 5. Up to 5 Concurrent Client Licenses for IPS®SmartGridDI Publisher; 6. Up to 50 Services for IPS®SmartGridDI; 7. Up to 5 Data Source Connections; 8. 1 x IPS®SmartGridDI Studio (Configurator); 9. 1 x IPS Integration Package Server License: IPS®WEB Service Server License; 10. 1 x IPS®IR Interface Request License; 11. 1 x IPS®MobApp Server License; 12. 1 x IPS®SYSTEMS ADMIN License Extensions for the limitations below are available upon request: 1) 1 x LUNA Super User Named Client License for 1 x Unlimited Access to all modules from IPS®ENERGY, IPS®LUNA, IPS®WEB MobApp, IPS®SmartGridDI Studio, IPS®SmartGridDI Publisher, IPS®MobApp L&S, IPS®SYSTEM Admin Licence; 2) 5 x LUNA Power User Named Client License for 5 x Unlimited Access to all modules from IPS®ENERGY, IPS®LUNA, IPS®WEB MobApp, IPS®SmartGridDI Publisher, IPS®MobApp L&S; 3) 5 x LUNA Standard User Named Client License for 5 x Unlimited Access to all modules from IPS®LUNA, IPS®WEB MobApp, IPS®SmartGridDI Publisher, IPS®MobApp L&S; 4) Asset number extension; 5) Database size related to the specification of the Environment; 6) Up to 50 Services for IPS®SmartGridDI; 7) Up to 5 Data Source Connections; 8) 1 x IPS®IR Interface Request License Notes:	12	pcs/month	5,817.00	69,804.00

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IPS Compact Subscription Enterprise Plus IPS Compact Subscription Enterprise Plus Year Three includes: 1. 1x IPS®SYSTEMS Server Licenses with all modules included; 2. 5 x Concurrent Client License forIPS®SYSTEMS Server Licenses with all modules included; 3. Up to 20000 Assets; 4. Up to 20 GB Database size; 5. Up to 5 Concurrent Client Licenses for IPS®SmartGridDI Publisher; 6. Up to 50 Services for IPS®SmartGridDI; 7. Up to 5 Data Source Connections; 8. 1 x IPS®SmartGridDI Studio (Configurator); 9. 1 x IPS Integration Package Server License: IPS®WEB Service Server License; 10. 1 x IPS®IR Interface Request License; 11. 1 x IPS®MobApp Server License; 12. 1 x IPS®SYSTEMS ADMIN License Extensions for the limitations below are available upon request:	12	pcs/month	5,817.00	69,804.00

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Item	Quantity	Units	Rate (USD)	Amount (USD)
1) 1 x LUNA Super User Named Client License for 1 x Unlimited Access to all modules from IPS®ENERGY, IPS®LUNA, IPS®WEB MobApp, IPS®SmartGridDI Studio, IPS®SmartGridDI Publisher, IPS®MobApp L&S, IPS®SYSTEM Admin Licence; 2) 5 x LUNA Power User Named Client License for 5 x Unlimited Access to all modules from IPS®ENERGY, IPS®LUNA, IPS®WEB MobApp, IPS®SmartGridDI Publisher, IPS®MobApp L&S; 3) 5 x LUNA Standard User Named Client License for 5 x Unlimited Access to all modules from IPS®LUNA, IPS®WEB MobApp, IPS®SmartGridDI Publisher, IPS®MobApp L&S; 4) Asset number extension; 5) Database size related to the specification of the Environment; 6) Up to 50 Services for IPS®SmartGridDI; 7) Up to 5 Data Source Connections; 8) 1 x IPS®IR Interface Request License Notes: 1) The monthly subscription charge is for a minimum of 12 months, payable in advance on the first day of each month via EFT. At the end of each 12-month interval, the subscription can be renewed for another 12 months; 2) Any number of user IDs can be defined in the system, but only the licensed number can be logged in at any given time; 3) Charges for additional Assets and database size will be based upon random samples taken throughout the month; 4) For management of more than 20000 Assets: an additional fee will be charged (see offered options); 5) 5 concurrent users (Remote Desktop or Web). are included. For each additional concurrent user, an additional fee will be charged (see offered options); 6) Up to 20GB of the database is included. For additional database size in increments of 10 GB, an additional fee will be charged (see offered options); 7) Up to 50 Services for IPS®SmartGridDI are Included. For additional services above 50 in increments of 50 additional fees will be charged (see offered options); 8) Up to 5 Data Source Connections are included. For additional data source connections above 5 in increments of 5 additional fees will be charged (see offered options); 9) Additional IPS-IR Interface Request Licenses Can be purchased on demand (see offered options). For the entire condition please refer to IPS®SYSTEMS Service Agreement and Service Level Agreement.				
IPS Compact Subscription Enterprise Plus IPS Compact Subscription Enterprise Plus Year Four includes:	12	pcs/month	5,817.00	69,804.00

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Extensions for the limitations below are available upon request:				
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IPS Compact Subscription Enterprise Plus IPS Compact Subscription Enterprise Plus Year Five includes: 1. 1x IPS®SYSTEMS Server Licenses with all modules included; 2. 5 x Concurrent Client License for IPS®SYSTEMS Server Licenses with all modules included; 3. Up to 20000 Assets; 4. Up to 20 GB Database size; 5. Up to 5 Concurrent Client Licenses for IPS®SmartGridDI Publisher; 6. Up to 50 Services for IPS®SmartGridDI; 7. Up to 5 Data Source Connections; 8. 1 x IPS®SmartGridDI Studio (Configurator); 9. 1 x IPS Integration Package Server License: IPS®WEB Service Server License; 10. 1 x IPS®IR Interface Request License; 11. 1 x IPS®MobApp Server License; 12. 1 x IPS®SYSTEMS ADMIN License Extensions for the limitations below are available upon request:	12	pcs/month	5,817.00	69,804.00

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Billing Terms: Net 30

Item	Quantity	Units	Rate (USD)	Amount (USD)
1) 1 x LUNA Super User Named Client License for 1 x Unlimited Access to all modules from IPS®ENERGY, IPS®LUNA, IPS®WEB MobApp, IPS®SmartGridDI Studio, IPS®SmartGridDI Publisher, IPS®MobApp L&S, IPS®SYSTEM Admin Licence; 2) 5 x LUNA Power User Named Client License for 5 x Unlimited Access to all modules from IPS®ENERGY, IPS®LUNA, IPS®WEB MobApp, IPS®SmartGridDI Publisher, IPS®MobApp L&S; 3) 5 x LUNA Standard User Named Client License for 5 x Unlimited Access to all modules from IPS®LUNA, IPS®WEB MobApp, IPS®SmartGridDI Publisher, IPS®MobApp L&S; 4) Asset number extension; 5) Database size related to the specification of the Environment; 6) Up to 50 Services for IPS®SmartGridDI; 7) Up to 5 Data Source Connections; 8) 1 x IPS®IR Interface Request License Notes: 1) The monthly subscription charge is for a minimum of 12 months, payable in advance on the first day of each month via EFT. At the end of each 12-month interval, the subscription can be renewed for another 12 months; 2) Any number of user IDs can be defined in the system, but only the licensed number can be logged in at any given time; 3) Charges for additional Assets and database size will be based upon random samples taken throughout the month; 4) For management of more than 20000 Assets: an additional fee will be charged (see offered options); 5) 5 concurrent users (Remote Desktop or Web). are included. For each additional concurrent user, an additional fee will be charged (see offered options); 6) Up to 20GB of the database is included. For additional database size in increments of 10 GB, an additional fee will be charged (see offered options); 7) Up to 50 Services for IPS®SmartGridDI are Included. For additional services above 50 in increments of 50 additional fees will be charged (see offered options); 8) Up to 5 Data Source Connections are included. For additional data source connections above 5 in increments of 5 additional fees will be charged (see offered options); 9) Additional IPS-IR Interface Request Licenses Can be purchased on demand (see offered options). For the entire condition please refer to IPS®SYSTEMS Service Agreement and Service Level Agreement.				

Docusign Envelope ID: 48790648-68E5-454A-860B-39B0F67E8CF6

IPS-ENERGY USA, Inc.
PO Box 332 Bargersville
IN 46106
United States

info@ips-energy.com
www.ips-energy.com

Estimate

#ES-1271

Date Created: 22 Jan 2025
Estimate Processed By: Rebecca Day
Billing Terms: Net 30

Subtotal	279,216.00 USD
Tax	0.00 USD
Total	**279,216.00 USD**

Email address for a purchase order: sales.support@ips-energy.com.

Randy Norman, Sales and Support Manager, USA

IPS ENERGY USA Inc.

Docusign Envelope ID: 48790648-68E5-454A-860B-39B0F67E8CF6

Signature Page for Estimate 1271 for Memphis Light, Gas and Water

An authorized representative of Customer and IPS have signed this Estimate as of the dates below:

Customer:

Date: 11/10/2025

Name of signatory in capital letters:

Wayne Ellis

Signature and title of representative of Memphis Light, Gas and Water:

DocuSigned by:
W Ellis
D6EC0DC70285481...

Director Substation and Telecommunications Engineering and Operations

IPS:

Date: 11/7/2025

Name of signatory in capital letters:

RANDY L. NORMAN

Signature and title of representative of IPS-ENERGY USA, Inc

VP

© IPS Company Group

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12661 – Variable Frequency Drive (VFD) for MLGW's LNG Plant**

2. **Requested Funding – $759,412.00**

3. **Award Duration – One (1) year from the date of the Notice to Proceed**

4. **Type of Bid – Single Source**

5. **Awarded To – Agilix Solutions**

6. **Plain Language Description – This contract award is for a replacement Variable Frequency Drive (VFD) due to the existing one being installed in 1997 and now has no available parts or support.**

7. **Impact – With the use of a Variable Frequency Drive (VFD), MLGW can efficiently reintegrate gas into the natural gas system and fill trucks, ensuring seamless operations.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 3, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas, and Water Commissioners the award of Contract No. 12661, Variable Frequency Drive (VFD) for the LNG Plant to Agilix Solutions in the funded amount of $759,412.00.

The project scope is to allow Agilix Solutions, as a Single Source provider to furnish all required supervision, labor, materials, transportation, equipment, chemicals, and tools to purchase and install a Variable Frequency Drive (VFD) at MLGW's LNG Plant located at 5101 E. Holmes Road, Memphis, TN 38118.

Agilix Solutions will provide services to demolish the existing medium voltage VFD and install the newly purchased medium voltage VFD in the amount of $585,730.15. Agilix Solutions will also provide and install the necessary cable, cable tray, termination connections, and provide two (2) days of startup support in the amount of $173,681.85. With the use of a Variable Frequency Drive (VFD), MLGW can efficiently reintegrate gas into the natural gas system and fill trucks, ensuring seamless operations. The total amount of this Single Source award is $759,412.00. The term of this contract is one (1) year from the date of the Notice to Proceed. MLGW is requesting approval of this Single Source award, which can only be provided by Agilix Solutions. This Single Source award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12661, Variable Frequency Drive (VFD) for MLGW's LNG Plant to Agilix Solutions in the funded amount of $759,412.00, as outlined in the above preamble, is approved; and further

THAT, the President or his designated representative is authorized to execute the Award.

RESOLUTION

WHEREAS, the Board of Light, Gas, and Water Commissioners in their meeting of December 3, 2025 awarded Contract No. 12661, Variable Frequency Drive (VFD) for MLGW's LNG Plant to Agilix Solutions in the funded amount of $759,412.00, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is allow Agilix Solutions, as a Single Source provider, to furnish all required supervision, labor, materials, transportation, equipment, chemicals, and tools to purchase and install a Variable Frequency Drive (VFD) at MLGW's LNG Plant located at 5101 E. Holmes Road, Memphis, TN 38118; and

WHEREAS, Agilix Solutions will provide services to demolish the existing medium voltage VFD and install the newly purchased medium voltage VFD in the amount of $585,730.15. Agilix Solutions will also provide and install the necessary cable, cable tray, termination connections, and provide two (2) days of startup support in the amount of $173,681.85. With the use of a Variable Frequency Drive (VFD), MLGW can efficiently reintegrate gas into the natural gas system and fill trucks, ensuring seamless operations. The total amount of this Single Source award is $759,412.00. The term of this contract is one (1) year from the date of the Notice to Proceed. MLGW is requesting approval of this Single Source award, which can only be provided by Agilix Solutions. This Single Source award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12661, Variable Frequency Drive (VFD) for MLGW's LNG Plant to Agilix Solutions in the funded amount of $759,412.00 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Chandrika Rosser-Winston
Procurement Contracts Specialist: Jessica Payne

Board Meeting Date: 12/3/2025
Contract Number: 12661
Purchase Commodity:
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	**570420 / MIKE FISACKERLY / 901-626-4970 / MFISACKERLY@MLGW.ORG**
Scope: Contract X **Purchase** ____ **Other** ____	**The project scope is to allow Agilix Solution, as a Single Source provider, to furnish all required supervision, labor, materials, transportation, equipment, chemicals, and tools to purchase and install a Variable Frequency Drive (VFD) at MLGW's LNG Plant located at 5101 E. Holmes Road, Memphis TN 38118.**
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	**This is a Single Source award.**
Where will the work take place? *(MLGW facility or jobsite, etc.)*	**The work will take place at MLGW's LNG Plant located at 5101 E. Holmes Road, Memphis TN 38118.**
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	**The existing Variable Frequency Drive (VDR) was installed in 1997. Due to its age, there are no available parts or support, necessitating a replacement. With the use of a VDR, MLGW can efficiently reintegrate gas back into the natural gas system and fill trucks, ensuring seamless operations.**
Are there any anticipated vendor issues? (If so, please explain)	**No**
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	**No**
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	**No**
If applicable, how was the recommendation determined? (Bid or RFP) **Single Source**	

BUDGET:

	Total	In 2026 Budget Year	After Budget Year
Amount Requested	$ 759,412.00	$ 759,412.00	$ -
2026 Budget*	$ 1,106,300.00		
Amount Spent Year-to-Date	$ -		
2026 Budget Balance Available		$ 1,106,300.00	
Budget Balance After Award		$ 346,888.00	

Please indicate category *(O&M or Capital).

[ ] **O&M**
[X] **Capital**

Project LNG Processing Facilities
Expenditure Organization 0570420 Liquid Natural Gas Plant Capleville
Expenditure Type eAM Contracted Svc & eAM Outside Purchase
Task Admin Expense

Comments: Approval contingent on the 2026 budget approval.

Expenditure Type	Budget	Actual	Available
eAM Outside Purchases	$ 860,004.00	$ 585,730.15	$ 274,273.85
eAM Contracted Services	$ 260,004.00	$ 173,681.85	$ 86,322.15
	$ 1,120,008.00		

APPROVED:

Ronda Croft

Budget & Financial Planning

11.24.2025
Date

Rev. 11/01/2018

MEMPHIS LIGHT, GAS & WATER DIVISION
INTERDEPARTMENTAL

TO: Board of Commissioners **DATE: 12/3/2025**

FROM: Randy Orsby

SUBJECT: Contract No. 12661, Variable Frequency Drive (VFD) for MLGW's LNG Plant

The Contracts Management Department received a request to enter into a Single Source agreement from the Gas Engineering and Operations Department, with an outline of work to allow Agilix Solutions as a Single Source provider, to furnish all required supervision, labor, materials, transportation, equipment, chemicals, and tools to purchase and install a Variable Frequency Drive (VFD) at MLGW's LNG Plant located at 5101 E. Holmes Road, Memphis, TN 38118.

Agilix Solutions will provide services to demolish the existing medium voltage VFD and install the newly purchased medium voltage VFD in the amount of $585,730.15. Agilix Solutions will also provide and install the necessary cable, cable tray, termination connections, and provide two (2) days of startup support in the amount of $173,681.85. With the use of a Variable Frequency Drive (VFD), MLGW can efficiently reintegrate gas into the natural gas system and fill trucks, ensuring seamless operations. The total amount of this Single Source award is $759,412.00. The term of this contract is one (1) year from the date of the Notice to Proceed. MLGW is requesting approval of this Single Source award, which can only be provided by Agilix Solutions. This Single Source award complies with all applicable laws and policies.

Provider	Total Agreement Amount	Local Bidding Preference and Presence Comments
Agilix Solutions 3150 Carrier Street Memphis, TN 38116	$759,412.00	N/A

MLGW, through its Single Source process, recommends the award of Contract No. 12661, Variable Frequency Drive (VFD) for MLGW's LNG Plant in the funded amount of $759,412.00.

5.c

Quote

Agilix Solutions - Memphis
3150 Carrier St.
Memphis, TN 38116
(901) 345-7000

Date	Order #
10/08/2025	**11565443-00**
PO #	Page #
MLGW REFRESH	1 of 1
Prepared by	**S. Mcbride - (901) 261-2765**

Ship To
M L G & WATER DIVISION
MACHINE & SHEET METAL SHOP
703 BEALE ST
MEMPHIS, TN 38103-3205

Cust # **100728**
Bill To
M L G & WATER DIVISION
PO BOX 430
MEMPHIS, TN 38101-0430

Job #/Job Name	Ship Via	Ship Point	Terms
HARDWARE	**Best Way**	**Agilix Solutions - Memphis**	**1% 10 D,N30**

Notes
Quote Valid Until 12-31-2025

Ln #	Product	Qty Ordered	Qty UOM	Unit Price	Price UOM	Amount (Net)
1	**ABALBPFLX7000**	**1**	**each**	**$377,334.25**	**each**	**$377,334.25**
	Comment: 1300 HP 160a PF7000 4KV ND VFD					
2	**ABALBMVMCC**	**1**	**each**	**$40,724.66**	**each**	**$40,724.66**
	Comment: 1512DM BUSSED TO EXISTING					
3	**ABALBMVMCCSPARES**	**1**	**each**	**$2,805.48**	**each**	**$2,805.48**
	Comment: CRITICAL SPARE PARTS FOR MV					
4	**ABALBVFDSPAREPARTS**	**1**	**each**	**$14,235.62**	**each**	**$14,235.62**
	Comment: CRITICAL SPARE PARTS PFLX 7000/7000L					
5	**ABALBMVCONTROLLER**	**1**	**each**	**$150,630.14**	**each**	**$150,630.14**
	Comment: CRITICAL SPARE PARTS PFLX 7000/7000L					

5 Lines Total

Subtotal **$585,730.15**
Quoted Total **$585,730.15**

DocuSigned by:
Virgil Deanes
38075A0F3D64490...
10/13/2025

Order Subject to Agilix Solutions General Terms and Conditions of Sale. Copy available at https://www.goagilix.com/terms-and-conditions-of-sale. Prices do not include sales, use, excise, value-added or similar taxes, duty, tariffs, inspection or testing fees, or charge of any nature whatsoever imposed by any governmental authority unless otherwise noted by Seller which where applicable, shall be paid by Buyer and excludes any shipping costs and delivery charges which, unless otherwise agreed by Seller in writing, will be paid by Buyer.

Print Time: 10/8/25 12:02 PM

Quote

Agilix Solutions - Memphis
3150 Carrier St.
Memphis, TN 38116
(901) 345-7000

Date	Order #
10/08/2025	**11565457-00**
PO #	Page #
MLGW REFRESH	1 of 1
Prepared by	**S. Mcbride - (901) 261-2765**

Ship To
M L G & WATER DIVISION
MACHINE & SHEET METAL SHOP
703 BEALE ST
MEMPHIS, TN 38103-3205

Cust # **100728**
Bill To
M L G & WATER DIVISION
PO BOX 430
MEMPHIS, TN 38101-0430

Job #/Job Name	Ship Via	Ship Point	Terms
LABOR	**Verify Only**	**Agilix Solutions - Memphis**	**1% 10 D,N30**

Notes
Quote Valid Until 12-31-2025

Ln #	Product	Qty Ordered	Qty UOM	Unit Price	Price UOM	Amount (Net)
1	**ABALBMVSTARTUP**	**1**	**each**	**$51,506.85**	**each**	**$51,506.85**
	Comment: MV START-UP (2 MV DRV)					
2	**EDE25TN999300**	**1**	**each**	**$122,175.00**	**each**	**$122,175.00**
	Comment: 25TN999300 MLGW VFD AS OUTLINED Scope of Work and Deliverables: 1. Demo of existing medium voltage VFD Disposal of VFD by others 2. Installation of new customer-provided medium voltage VFD 3. Furnish and install new cable, cable tray and termination connections as necessary 4. Provide (2) days of startup support Qualifications: 1. Existing VFD line side wiring to reused					

2 Lines Total

Subtotal **$173,681.85**
Quoted Total **$173,681.85**

DocuSigned by:
Virgil Deanes
38075A0F3D64490...
10/13/2025

Order Subject to Agilix Solutions General Terms and Conditions of Sale. Copy available at https://www.goagilix.com/terms-and-conditions-of-sale. Prices do not include sales, use, excise, value-added or similar taxes, duty, tariffs, inspection or testing fees, or charge of any nature whatsoever imposed by any governmental authority unless otherwise noted by Seller which where applicable, shall be paid by Buyer and excludes any shipping costs and delivery charges which, unless otherwise agreed by Seller in writing, will be paid by Buyer.

Print Time: 10/8/25 12:11 PM

RESOLUTION SUMMARY

1. **Short Title Description –** #5 Vertical Turbine Pump and Motor Assembly

2. **Requested Funding – $**229,445.00

3. **Award Duration –** One-Time Purchase

4. **Type of Bid** – Sealed Bid

5. **Awarded To –** Wastewater Solutions, LLC

6. **Plain Language Description –** To purchase one #5 vertical turbine pump and motor assembly. The pump and motor assembly ensures reliable water delivery to customers.

7. **Impact –** The assembly will replace aging equipment at the Davis Pumping Station that will be retired from service.





EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 3, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for a #5 vertical turbine pump and motor assembly to Wastewater Solutions, LLC in the amount of $229,445.00.

The #5 vertical turbine pump and motor assembly is needed to ensure reliable water delivery to customers. The assembly will replace aging equipment at the Davis Pumping Station that will be retired from service.

Bids were opened on October 8, 2025. Notice to Bidders was advertised. Seven bids were solicited, and six bids were received with the best complying and most responsive bidder being the firm of Wastewater Solutions, LLC. This award complies with all applicable laws and policies.

The 2025 budgeted amount for Pumping Stations – Water Engineering is $44,262,000.00; the amount spent year-to-date is $15,901,517.05; leaving a balance available of $28,360,482.95; of which $229,445.00 will be spent in subsequent budget year as approved; and

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, awards a purchase order to Wastewater Solutions, LLC is approved for furnishing:

1 – Pump, motor, and discharge head assembly for Davis High Service Pump #5;

Totaling $229,445.00; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said price being firm; the quantities are for estimation purposes only and do not create a

commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in 16-18 weeks, terms net 30 days.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 3, 2025 approved the purchase of #5 vertical turbine pump and motor assembly and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, the #5 vertical turbine pump and motor assembly is needed to ensure reliable water delivery to customers. The assembly will replace aging equipment at the Davis Pumping Station that will be retired from service; and

WHEREAS, bids were opened on October 8, 2025. Notice to Bidders was advertised. Seven bids were solicited, and six bids were received with the best complying and most responsive bidder being the firm of Wastewater Solutions, LLC. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of #5 vertical turbine pump and motor assembly from Wastewater Solutions, LLC in the amount of $229,445.00 chargeable to subsequent budget year as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Chandrika Rosser

Procurement Contracts Specialist: A'Ricka Jackson

Board Meeting Date: 12/3/2025
Requisition Number: 5147432
Purchase Commodity: #5 Vertical Turbine Pump and Motor Assembly
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Water Engineering / Darren Beal / 901-528-4763 / dbeal@mlgw.org	
Scope: Contract ___ Purchase __X__ Other ___	A purchase order will be issued to procure a #5 vertical turbine pump and motor assembly.	
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	To purchase one #5 vertical turbine pump and motor assembly.	
Where will the work take place? *(MLGW facility or jobsite, etc.)*	The equipment will be installed at Davis Pumping Station, 1800 W. Shelby Drive, Memphis TN, 38109.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The #5 vertical turbine pump and motor assembly will replace the existing assembly to ensure reliable water delivery to customers.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	No	
If applicable, how was the recommendation determined? (Bid, RFQ, or RFP) RFQ		

BUDGET:

	Total	In 2025 Budget Year	After Budget Year
Amount Requested	$ 229,445.00	$ -	$ 229,445.00
2025 Budget*	$ 44,262,000.00		
Amount Spent Year-to-Date	$ 15,901,517.05		
2025 Budget Balance Available		$ 28,360,482.95	
Budget Balance After Award		$ 28,360,482.95	

Please indicate category *(O&M or Capital).

[ ] **O&M**
[X] **Capital**

Project Pumping Stations
Expenditure Organization 0570510 Water Engineering
Expenditure Type eAM Outside Purchases
Task WO1681505

Comments:

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:

Ronda Croft

Budget & Financial Planning

10.17.2025
Date

Rev. 11/01/2018

BID ON DAVIS #5 VERTICAL TURBINE PUMP AND MOTOR ASSEMBLY

FOR BOARD MEETING OF DECEMBER 3, 2025

BIDS OPENED ON OCTOBER 8, 2025

BASE UNIT: EACH

BIDDERS	ITEM / QUANTITY	Line 1	Total	Local Bidding Preference	Local Bidding Presence	Terms	Delivery
	QUANTITY	1					
	DESCRIPTION	New pump, motor, and discharge head assembly for Davis High Service Pump #5					
COMPLYING BIDDERS							
Wastewater Solutions, LLC		$229,445.00	$229,445.00	N/A	N/A	Net 30	16-18 Weeks
Stuart, FL							
National Water Services		$264,000.00	$264,000.00	N/A	N/A	Net 60	18-20 Weeks
Memphis, TN							
American Electric Motors Inc.		$321,105.00	$321,105.00	N/A	N/A	Net 30	N/A
Memphis, TN							
NON-COMPLYING BIDDERS							
Bar Environmental Supply Inc.		$198,700.00	$198,700.00	N/A	N/A	Net 30	32-35 Weeks
Nashville, TN							
***Bar Environmental Supply was non-complying due to their failure to meet MLGW's specifications. The discharge head quoted was an insufficient size; therefore, their bid was not considered for evaluation or award.**							
Brighter Days & Nites Inc		$238,065.00	$0.00	N/A	N/A	Net 15	18-20 Weeks
Memphis, TN							
***Brighter Days and Nites was non-complying due to their failure to hold the price for 120 days;Vendor stated price increase at the time of delivery; therefore, their bid was not considered for evaluation or award.**							
Tristate Armature		$364,736.00	$364,736.00	N/A	N/A	Net 30	44-46 Weeks
Memphis, TN							
***Tristate Armature was non-complying due to their failure to hold the price for 120 days; therefore, their bid was not considered for evaluation or award.**							
RECOMMEND AWARD AS FOLLOWS: Wastewater Solutions, LLC ……..... $229,445.00							

MEMPHIS LIGHT, GAS & WATER DIVISION
INTERDEPARTMENTAL MEMORANDUM

TO: Aricka Jackson **DATE:** 10/17/2025

FROM: Rob Hauser

SUBJECT: RECOMMENDATION TO AWARD BID FOR RFQ 1800969.

Six contractors submitted a bid for RFQ 1800969, Davis Pumping Station Replacement High Service Pump #5. They are as follows:

Bar Environmental Supply Inc	$198,700.00
Wastewater Solutions	$229,445.00
Brighter Days and Nites	$238,065.00
National Water Services	$264,000.00
American Electric Motors	$321,105.00
Tristate Armature	$364,736.00

Bar Environmental Supply supplied a bid with incorrect discharge head size, so they will not be considered for this award.

Water Engineering recommends that Wastewater Solutions is awarded RFQ 1800969 for their bid of $229,445.00. Wastewater Solutions supplied a compliant bid that met all material and construction specifications.

Thank You,

Rob Hauser

Rob Hauser.
Engineer 3
Water Engineering

cc: Heather Horton
Lead Engineer, Water Engineering

Darren Beal, P.E.
Supervisor, Water Engineering

Aaron Smith, P.E.
Manager, Water Engineering & Operations

AWARD RECOMMENDATION

To: Rob Hauser

From: **Procurement Contracts Specialist II:** A'Ricka Jackson

Date: 10/17/2025

Requisition #: 5147432 **Bid on:** #5 Vertical Turbine Pump and Motor Assembly

Attached are bid(s) for items requisitioned by your department. Please complete the applicable portions of this form in order that proper presentation and recommendations may be made. Please return this form to the Procurement Specialist as soon as possible.

1. PROCUREMENT COMMENTS:

2. RECOMMENDATION:

A. Which bid(s) do you recommend? Wastewater Solutions, LLC

B. Does this meet specifications as per your request and/or as advertised? YES ☑ NO ☐

If No, is the variance considered: MINOR ☐ *or* MAJOR ☐

Explain:

C. Is the recommendation the lowest bid received? YES ☐ NO ☑

If no, list the bids that are low; but which you believe **DO NOT** meet specifications and list reasons why each does not meet specifications. Please attach a memo of explanation to this form, if necessary. If recommendation is based on local bidding preference or earliest delivery based on need, please include in your recommendation.

Bar Environmental Supply Inc. is the lowest bidder, but they were deemed non-complying due to an insufficient discharge head size.

(attach an additional sheet if further comment or explanation is required)

PRINT NAME Darren Beal — Area Supervisor or designee

SIGNATURE A'Ricka Jackson — Procurement Contracts Specialist II

SIGNATURE Darren Beal **DATE** 10/20/2025

DATE 10/17/2025 **PHONE** 901-528-4763

3. PROCUREMENT ACTION/RECOMMENDATION(S): (Purchasing to complete)

This award complies with all applicable laws and policies.

Revised 6/23/2025

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12610 - Allen Pumping Station Reservoir Baffling and Piping Installation**

2. **Requested Funding – $12,750,000.00**

3. **Award Duration – Two (2) years from the date of the Notice to Proceed**

4. **Type of Bid – Sealed Bid**

5. **Awarded To – KAJACS Contractors, Inc.**

6. **Plain Language Description – This contract is to connect the reservoirs' new baffle walls to improve contact time of chlorine and flow of water through reservoir system.**

7. **Impact – This contract will ensure MLGW have adequate chlorine contact time on finished water being routed through the reservoir to meet regulations. Currently, the influent line is right next to the effluent line which makes water unable to circulate properly. By connecting the reservoirs, MLGW can better route the flow of water through both reservoirs, and ensure compliance with regulations.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 3, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12610, Allen Pumping Station Reservoir Baffling and Piping Installation to KAJACS Contractors, Inc. in the funded amount of $12,750,000.00.

The project scope is to furnish all work including supervision, personal protective training and equipment, confined space requirements, transportation, testing, materials, labor, tools, and equipment for rehabilitation of the Thomas H. Allen Pumping Station (PS) reservoirs which comprises new baffle inserts, slide gates, hatches, check valves and yard piping to connect the north and south reservoirs. The work will also include demolition of existing reservoir overflow and drainpipes; installation of new overflow pipes; new piping between the north and south reservoirs; new tie-in to existing filter effluent piping; new tie-in to existing pump station influent piping; and other improvements.

The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on August 7, 2025. MLGW solicited 15 bids; of which 12 Contractors attended the Mandatory Site Visits held on August 18, August 21, and September 2, 2025 and were deemed qualified to bid on the project. Five (5) bids were received on September 24, 2025; however, one (1) Bidder withdrew their bid. The lowest and best bid received was from KAJACS Contractors, Inc. in the amount of $12,750,000.00. The term of this contract is two (2) years from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the Award of Contract No. 12610, Allen Pumping Station Reservoir Baffling and Piping Installation to KAJACS Contractors, Inc. in the funded amount of $12,750,000.00, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Award.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 3, 2025 awarded Contract No. 12610, Allen Pumping Station Reservoir Baffling and Piping Installation to KAJACS Contractors, Inc. in the funded amount of $12,750,000.00, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to furnish all work including supervision, personal protective training and equipment, confined space requirements, transportation, testing, materials, labor, tools, and equipment for rehabilitation of the Thomas H. Allen Pumping Station (PS) reservoirs which comprises new baffle inserts, slide gates, hatches, check valves and yard piping to connect the north and south reservoirs. The work will also include demolition of existing reservoir overflow and drainpipes; installation of new overflow pipes; new piping between the north and south reservoirs; new tie-in to existing filter effluent piping; new tie-in to existing pump station influent piping; and other improvements; and

WHEREAS, the Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on August 7, 2025. MLGW solicited 15 bids; of which 12 Contractors attended the Mandatory Site Visits held on August 18, August 21, and September 2, 2025 and were deemed qualified to bid on the project. Five (5) bids were received on September 24, 2025; however, one (1) Bidder withdrew their bid. The lowest and best bid received was from KAJACS Contractors, Inc. in the amount of $12,750,000.00. The term of this contract is two (2) years from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12610, Allen Pumping Station Reservoir Baffling and Piping Installation to KAJACS Contractors, Inc. in the funded amount of $12,750,000.00 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Chandrika Rosser
Procurement Contracts Specialist: Toka Ivy

Board Meeting Date: 12/3/2025
Contract Number: 12610
Purchase Commodity:
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	**0570510 / Water Engineering / Darren Beal / 901-528-4763 / dbeal@mlgw.org**
Scope: Contract _X___ Purchase ____ Other ____	**The project scope is to furnish all work including supervision, personal protective training and equipment, confined space requirements, transportation, testing, materials, labor, tools, and equipment for rehabilitation of the Thomas H. Allen Pumping Station (PS) reservoirs which comprises new baffle inserts, slide gates, hatches, check valves and yard piping to connect the north and south reservoirs. The work will also include demolition of existing reservoir overflow and drainpipes; installation of new overflow pipes; new piping between the north and south reservoirs; new tie-in to existing filter effluent piping; new tie-in to existing pump station influent piping; and other improvements.**
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	**This is an award.**
Where will the work take place? *(MLGW facility or jobsite, etc.)*	**The work will take place at MLGW's Allen Pumping Station located at 709 Dison Street, Memphis TN, 38106.**
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	**The need exists to upgrade existing reservoirs to adequate requirements for contact time and water flow through the reservoirs.**
Are there any anticipated vendor issues? (If so, please explain)	**No**
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	**No**
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	**No**
If applicable, how was the recommendation determined? Sealed Bid	

BUDGET:

	Total	In 2026 Budget Year	After Budget Year
Amount Requested	$ 12,750,000.00	$ 2,500,000.00	$ 10,250,000.00
2026 Budget*	$ 33,870,000.00		
Amount Spent Year-to-Date	$ -		
2026 Budget Balance Available		$ 33,870,000.00	
Budget Balance After Award		$ 31,370,000.00	

Please indicate category *(O&M or Capital).

[ ] **O&M**
[X] **Capital**

Project	Pumping Stations
Expenditure Organization	0570510 Water Engineering
Expenditure Type	Various
Task	WO1564353

Comments:Approval contingent on the 2026 budget approval.

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:

Ronda Croft — **11.18.2025**

Budget & Financial Planning — **Date**

Rev. 11/01/2018

MEMPHIS LIGHT, GAS & WATER DIVISION
INTERDEPARTMENTAL

TO: Board of Commissioners **DATE: 12/03/2025**

FROM: Randy Orsby - Manager of Procurement and Contracts

SUBJECT: Contract No. 12610, Allen Pumping Station Reservoir Baffling and Piping Installation

The Contracts Management Department, with an outline of work to be provided by the Water Engineering and Operations Department, solicited bids to furnish all work including supervision, personal protective training and equipment, confined space requirements, transportation, testing, materials, labor, tools, and equipment for rehabilitation of the Thomas H. Allen Pumping Station (PS) reservoirs which comprises new baffle inserts, slide gates, hatches, check valves and yard piping to connect the north and south reservoirs. The work will also include demolition of existing reservoir overflow and drainpipes; installation of new overflow pipes; new piping between the north and south reservoirs; new tie-in to existing filter effluent piping; new tie-in to existing pump station influent piping; and other improvements.

The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on August 7, 2025. MLGW solicited 15 bids; of which 12 Contractors attended the Mandatory Site Visits held on August 18, August 21, and September 2, 2025 and were deemed qualified to bid on the project. Five (5) bids were received on September 24, 2025; however, one (1) Bidder withdrew their bid. The lowest and best bid received was from KAJACS Contractors, Inc. in the amount of $12,750,000.00. The term of this contract is two (2) years from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

Bidders	Bid Amount without Local Bidding Preference/Presence	Local Bidding Preference/Presence Calculation (if applicable)	Comments
KAJACS Contractors, Inc. 3401 West 65th Street Little Rock, AR 72209	$12,750,000.00	N/A	The Bidder did not submit documentation to be considered for the Local Bidding Preference or the Local Bidding Presence.
Grinder, Taber & Grinder, Inc. 1919 Lynnfield Road Memphis, TN 38119	$14,327,576.00	$14,227,576.00	The Bidder provided documentation to be considered for the Local Bidding Presence. *Exhibit C – (117 employees*)

Mid South Boring & Piping, LLC 1132 Collierville Arlington Road Collierville, TN 38017	**$14,508,925.59**	**N/A**	**The Bidder did not submit documentation to be considered for the Local Bidding Preference or the Local Bidding Presence.**
Chris-Hill Construction Company, LLC 4749 Pleasant Run Road Memphis, TN 38118	**$16,584,685.00**	**N/A**	**The Bidder provided documentation to be considered for the Local Bidding Presence. *Exhibit C – (82 employees*)**
Zellner Construction Services, LLC 2929 Ridgeway Road Memphis, TN 38115	**The Bidder withdrew their bid.**	**N/A**	**N/A**

MLGW through its evaluation and selection process recommends the award of Contract No. 12610, Allen Pumping Station Reservoir Baffling and Piping Installation to KAJACS Contractors, Inc. in the funded amount of $12,750,000.00.

MLGW

ELECTRONIC TRANSMISSION

DATE: **October 22, 2025**

TO: **See List Below**

RE: **Notification of the Intent to Award**
Contract No. 12610- Allen PS Reservoir Baffling and Piping Installation

On behalf of MLGW, thank you for providing a bid for Contract No. 12610- Allen PS Reservoir Baffling and Piping Installation.

After an evaluation of all bids received, a notification of the intent to award a recommendation to KAJACS Contractors, Inc., for the above referenced contract has been received in the Contract Management office.

It should be noted that Contract No. 12610- Allen PS Reservoir Baffling and Piping Installation is not legally effective until both the LGW Board of Commissioners and Memphis City Council approves its minutes. Additionally, both KAJACS Contractors, Inc. and MLGW must sign the "Contract Documents". It should also be noted that no oral communications relating to the Contract Documents is effective and binding on you and MLGW.

If you have any additional questions, please contact me at (901) 528-4020 or via email at tivy@mlgw.org.

Again, thank you for your interest in doing business with MLGW.

Sincerely,

Toka K. Ivy

Toka K. Ivy
Procurement Contract Specialist II
Contracts Management Department

List:

- KAJACS Contractors, Inc.- 3401 West 65th Street, Little Rock, AR 72209
- Chris-Hill Construction Company, LLC- 4749 Pleasant Run Road, Memphis, TN 38118
- Grinder, Taber & Grinder, Inc.- 1919 Lynnfield Rd, Memphis, TN 38119
- Mid South Boring & Piping, LLC- 1132- Collierville Arlington Rd., Collierville, TN 38017

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12435 – External Corrosion Direct Assessment (ECDA)**

2. **Requested Funding – $228,000.00**

3. **Award Duration – Ratification and Renewal two (2) of four (4) (January 1, 2026 through December 31, 2026)**

4. **Type of Bid – Sealed Bid**

5. **Awarded To – Integrity Solutions Field Services, Inc.**

6. **Plain Language Description – This change is to renew the contract to conduct External Corrosion Direct Assessment (ECDA) survey gas transmission pipelines.**

7. **Impact – Integrity Solutions Field Services conducts External Corrosion Direct Assessment (ECDA) surveys for MLGW gas transmission pipelines to ensure compliance and to conform to the latest revision of U.S. D.O.T. PHMSA requirements in 49 CFR Part 192.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 3, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Ratification and Renewal (*Change No. 2*) to Contract No. 12435, External Corrosion Direct Assessment (ECDA) with Integrity Solutions Field Services, Inc. to ratify and renew the current contract in the funded amount of $228,000.00.

The project scope is to furnish all supervision, labor, transportation, materials, equipment, tools and supplies to conduct an External Corrosion Direct Assessment (ECDA) inspection/survey of 35 miles of MLGW's Natural Gas Pipeline to meet all DOT 49 CFR part 192 Federal Regulations. The contract award was selected based on the lowest and best bid using the Sealed Bid process.

This change is to ratify and renew the current contract for the second of four (4) annual renewal terms for the period covering January 1, 2026 through December 31, 2026 in the amount of $228,000.00 with no increase in rates from the previous term. This ratification and renewal complies with all applicable laws and policies. The new contract value is $684,000.00.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Ratification and Renewal (*Change No. 2*) to Contract No. 12435, External Corrosion Direct Assessment (ECDA) with Integrity Solutions Field Services, Inc. to ratify and renew the current contract in the funded amount of $228,000.00 as outlined in the above preamble, is approved; and further

THAT, the President or his designated representative is authorized to execute the Ratification and Renewal.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 3, 2025 approved Ratification and Renewal (*Change No. 2*) to Contract No. 12435, External Corrosion Direct Assessment (ECDA) with Integrity Solutions Field Services, Inc. to ratify and renew the current contract and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal as approved; and

WHEREAS, the project scope is to furnish all supervision, labor, transportation, materials, equipment, tools and supplies to conduct an External Corrosion Direct Assessment (ECDA) inspection/survey of 35 miles of MLGW's Natural Gas Pipeline to meet all DOT 49 CFR part 192 Federal Regulations. The contract award was selected based on the lowest and best bid using the Sealed Bid process; and

WHEREAS, this change is to ratify and renew the current contract for the second of four (4) annual renewal terms for the period covering January 1, 2026 through December 31, 2026 in the amount of $228,000.00 with no increase in rates from the previous term. This ratification and renewal complies with all applicable laws and policies. The new contract value is $684,000.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Ratification and Renewal (*Change No. 2*) to Contract No. 12435, External Corrosion Direct Assessment (ECDA) with Integrity Solutions Field Services, Inc. to ratify and renew the current contract in the funded amount of $228,000.00 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Chandrika Winston-Rosser
Procurement Contracts Specialist: Arma Orr

Board Meeting Date: 12/3/2025
Contract Number: 12435
Purchase Commodity:
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	**Gas Engineering & Operations / Srihari Darapaneni /901.320.1530 / 248.560.5133/ sdarapaneni@mlgw.org**	
Scope: Contract __X__ Purchase ____ Other ____	**The project scope is to furnish all supervision, labor, transportation, materials, equipment, tools and supplies to conduct an External Corrosion Direct Assessment (ECDA) inspection/survey of 35 miles of MLGW's Natural Gas Pipeline to meet all DOT 49 CFR part 192 Federal Regulations.**	
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	**This change is to ratify and renew the current contract for the second of four (4) annual renewals for the period covering January 1, 2026 through December 31, 2026.**	
Where will the work take place? *(MLGW facility or jobsite, etc.)*	**The work will take place at various MLGW facilities.**	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	**The need exists to meet the requirements of DOT 49 CFR part 192 Federal Regulations.**	
Are there any anticipated vendor issues? (If so, please explain)	**No**	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	**No**	
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	**No**	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) **Sealed Bid**		

BUDGET:

	Total	In 2025 Budget Year	After Budget Year
Amount Requested	$ 228,000.00	$ -	$ 228,000.00
2025 Budget*	$440,000.00		
Amount Spent Year-to-Date	$ 148,796.16		
2025 Budget Balance Available		$ 291,203.84	
Budget Balance After Award		$ 291,203.84	

Please indicate category *(O&M or Capital).

[X] **O&M**
[ ] **Capital**

Project Gas Sys Integrity R2024
Expenditure Organization 0570450 Gas System Integrity
Expenditure Type Outside Fees
Task Admin Expense

Comments:

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:

Ronda Croft — **11.14.2025**

Budget & Financial Planning — **Date**

Rev. 11/01/2018

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION **CONTRACT CHANGE NO. 2**
CITY OF MEMPHIS **DATE OF CHANGE DECEMBER 3, 2025**
CONTRACT NUMBER 12435 **SHEET 1 OF 3**

TO: SCOTT LEWANDOWSKI

INTEGRITY SOLUTIONS FIELD SERVICES, INC.

401 REPUBLIC AVENUE

ALMA, MI 48801

YOU ARE ADVISED THAT THE MEMPHIS LIGHT, GAS AND WATER DIVISION, CITY OF MEMPHIS, MEMPHIS, TENNESSEE HEREBY AUTHORIZES THE FOLLOWING CHANGE IN REGARD TO THE ABOVE CONTRACT NUMBER. THE CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF SAID CONTRACT AND PREVIOUS CHANGES.

THE PROJECT SCOPE IS TO FURNISH ALL SUPERVISION, LABOR, TRANSPORTATION, MATERIALS, EQUIPMENT, TOOLS AND SUPPLIES TO CONDUCT AN EXTERNAL CORROSION DIRECT ASSESSMENT (ECDA) INSPECTION/SURVEY OF 35 MILES OF MLGW'S NATURAL GAS PIPELINE TO MEET ALL DOT 49 CFR PART 192 FEDERAL REGULATIONS. THE CONTRACT AWARD WAS SELECTED BASED ON THE LOWEST AND BEST BID USING THE SEALED BID PROCESS.

THIS CHANGE IS TO RATIFY AND RENEW THE CURRENT CONTRACT FOR THE SECOND OF FOUR (4) ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING JANUARY 1, 2026 THROUGH DECEMBER 31, 2026 IN THE AMOUNT OF $228,000.00 WITH NO INCREASE IN RATES FROM THE PREVIOUS TERM. THIS RATIFICATION AND RENEWAL COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS $684,000.00.

CHANGE IN CONTRACT PRICE:

Contract Value	**$**	**456,000.00**
Change Amount	**$**	**228,000.00 – Ratification and Renewal (*Change No. 2*)**
Total Contract Amount	**$**	**684,000.00**

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

APPROVED BY THE PRESIDENT **DATE**

Docusign Envelope ID: 74063C2B-8CBD-46AB-B584-6C6F695FD6EE

August 14, 2025

Virgil Deanes
Manager, Gas Engineering & Operations
Memphis Light, Gas and Water Division 220 South Main Street
Memphis, TN 38103-3917
(901) 528-4020 Office
(901) 528-4374 Fax
state@mlgw.org

Re: Annual contract renewal

INTEGRITY SOLUTIONS FIELD SERVICES, INC. is requesting to exercise the option to renew contract no. 12435 External Corrosion Direct Assessment (ECDA) of MLGW's Gas Pipeline. We are requesting no increase in the pricing for the 2026 scope of work, which is well below the Consumer Price Index as of October 2023. We are asking for the effective date to be period of January 1st, 2026, through December 31st, 2026. This contract shall not exceed the amount of $228,000; which includes the following: bid amount of $207,000; Rain Day Delay Cost quoted for 40 hours in the amount of $11,000; and an as-needed Audit Inspection for two (2) days quoted in the amount of $10,000.

Thank you for the opportunity to continue providing our services to you. Please contact me with any questions.

Sincerely,

Scott Lewandowski

Scott Lewandowski
Executive Vice President
Survey Department Manager
Integrity Solutions Field Services

Initial

Nathaniel Taylor

Gas System Integrity Supervisor

DocuSigned by:
Virgil Deanes
38075A0F3D64490...

Virgil Deanes

Gas Engineering Manager

Gas Engineering and Operations

	Integrity Solutions		
Contract Stage	**2024 Unite Price**	**2025 Contract Totals**	**2026 Contract Totals**
Stage 1	$ 3,000.00	$ 3,000.00	$ 3,000.00
Stage 2 (per mile)	$ 147,000.00	$ 147,000.00	$ 147,000.00
Stage 2 Mobilization	$ 3,000.00	$ 3,000.00	$ 3,000.00
Stage 2 Demobilization	$ 3,000.00	$ 3,000.00	$ 3,000.00
Stage 3 (per day NDE)	$ 20,000.00	$ 20,000.00	$ 20,000.00
Stage 3 GWUT	$ 16,500.00	$ 16,500.00	$ 16,500.00
Stage 3 Mobilization	$ 5,500.00	$ 5,500.00	$ 5,500.00
Stage 3 Demobilization	$ 5,500.00	$ 5,500.00	$ 5,500.00
Stage 3 GWUT Mobe & demobe (Cost + 10%)			
Stage 4	$ 3,500.00	$ 3,500.00	$ 3,500.00
Sum of Stage 1,2,3,4) including all mobe/demobe	**$ 207,000.00**	**$ 207,000.00**	**$ 207,000.00**
Rain Day delay	$ 11,000.00	$ 11,000.00	$ 11,000.00
Cost per day (audit assistance)	$ 10,000.00	$ 10,000.00	$ 10,000.00
Total Contract Amounts each year	**$ 228,000.00**	**$ 228,000.00**	**$ 228,000.00**

Contractor: **Integrity Solutions Field Services, Inc.**

12/3/2025

Contract Number: 12435

	Actions	**Date**	**Amount**
Original Award 12.19.23			**$228,000.00**
Renewal (Change Order No. 1)	This change was to renew the current contract for the first of four (4) annual renewals for the period covering January 1, 2025 through December 31, 2025 in the amount of $228,000.00, with no increase in rates from the initial term.	11/6/2024	$228,000.00
Current Contract Amount			**$456,000.00**
Amount Paid to Date as of 11.07.25			$251,116.00
Current Contract Balance			$204,884.00
Ratification and Renewal (Change Order No. 2)	***This change is to ratify and renew the current contract for the second of four (4) annual renewal terms for the period covering January 1, 2026 through December 31, 2026 in the amount of $228,000.00 with no increase in rates from the previous term.***	***12/3/2025***	***$228,000.00***
Available Balance			***$432,884.00***
Cumulative Contract Value			***$684,000.00***

The Gas Operations and Engineering Department will allocate the remaining funds to pay for outstanding and antipcated invoices through December 31, 2025.

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12244 (*formerly Purchase Order No. 7019313*) - Smartsheet**

2. **Requested Funding – $45,750.03**

3. **Award Duration – Increase (January 24, 2024 through January 23, 2027)**

4. **Type of Bid – Single Source**

5. **Awarded To – Smartsheet, Incorporated**

6. **Plain Language Description – Smartsheet is used across MLGW for project management, project planning and task tracking. It provides a dashboard for Executives with provisions for annual software maintenance, license and support services. The previous contract change amount did not account for the original purchase order payment. MLGW is requesting to add the amount above to the contract balance to fulfill the final renewal.**

7. **Impact – In the absence of this application, MLGW users will continue to depend on manual and disjointed processes and tools for project management, task tracking, automation, fostering collaboration, leveraging data and creating dashboards across the division.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 3, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Increase (*Change No. 4*) to Contract No. 12244 (*formerly Purchase Order No. 7019313)*, Smartsheet with Smartsheet, Incorporated to increase the current contract value in the funded amount of $45,750.03.

The project scope is to renew software products support by Smartsheet which is used across MLGW for project management, project planning, task tracking and provides a dashboard for Executives with provisions for annual software maintenance, license, and support services. The contract award was selected based on the Single Source procurement process.

This change is to increase the current contract value in the amount of $283,830.00; of which, $238,079.97 will be absorbed from the current contract value. The term will remain through January 23, 2027. The total amount of this increase is $45,750.03. This single source increase complies with all applicable laws and policies. The new contract value is $1,248,727.66.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Increase (*Change No. 4*) to Contract No. 12244 (*formerly Purchase Order No. 7019313)*, Smartsheet with Smartsheet, Incorporated to increase the current contract value in the funded amount of $45,750.03, as outlined in the foregoing preamble, is approved; and further,

THAT, the President, or his designated representative is authorized to execute the Increase.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 3, 2025 approved Increase (*Change No. 4)* to Contract No. 12244 (*formerly Purchase Order No. 7019313)*, Smartsheet with Smartsheet, Incorporated to increase the current contract value in the funded amount of $45,750.03, and is now recommending to the Council of the City of Memphis that it approves said Increase as approved; and

WHEREAS, the project scope is to renew software products support by Smartsheet which is used across MLGW for project management, project planning, task tracking and provides a dashboard for Executives with provisions for annual software maintenance, license, and support services. The contract award was selected based on the Single Source procurement process; and

WHEREAS, This change is to increase the current contract value in the amount of $283,830.00; of which, $238,079.97 will be absorbed from the current contract value. The term will remain through January 23, 2027. The total amount of this increase is $45,750.03. This single source increase complies with all applicable laws and policies. The new contract value is $1,248,727.66; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Increase (*Change No. 4*) to Contract No. 12244 (*formerly Purchase Order No. 7019313)*, Smartsheet with Smartsheet, Incorporated to increase the current contract value in the funded amount of $45,750.03 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Lashell Vaughn
Procurement Contracts Specialist: Shanikka Tate/Arma Orr

Board Meeting Date: 12/3/2025
Contract Number: 12244 (Formerly Purchase No. 7019313)
Purchase Commodity:
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	**351000 / Michael Faulk / 901-491-5534 / mfaulk@mlgw.org**
Scope: Contract __X__ **Purchase** ____ **Other** ____	**The project scope is to renew software products supported by Smartsheet which is used across MLGW for project management, project planning, task tracking and provides a dashboard for Executives with provisions for annual software maintenance, license and support services.**
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	**This change is to increase the current contract value in the amount of $45,750.03. The contract term will remain January 24, 2024 through January 23, 2027.**
Where will the work take place? *(MLGW facility or jobsite, etc.)*	**The work will take place at the MLGW Netters Business Center.**
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	**The need exists to continue software maintenance, license and support services.**
Are there any anticipated vendor issues? (If so, please explain)	**No**
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	**No**
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	**No**
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) **Single Source**	

BUDGET:

	Total	In 2025 Budget Year	After Budget Year
Amount Requested	$ 45,750.03	$ 45,750.03	$ -
2025 Budget*	$ 606,654.00		
Amount Spent Year-to-Date	$ 72,544.43		
2025 Budget Balance Available		$ 534,109.57	
Budget Balance After Award		$ 488,359.54	

Please indicate category *(O&M or Capital).

[X] **O&M**
[ ] **Capital**

Project eBusiness Sys Integ R2023
Expenditure Organization 0351110 eBusiness System Integration
Expenditure Type Purchase PC Software
Task Admin Expense

Comments:

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:

Ronda Croft — **11.21.2025**

Budget & Financial Planning — **Date**

Rev. 11/01/2018

Contractor: **Smartsheet, Incorporated**
12/3/2025

Contract No.: 12244
(Formerly Purchase Orde No:7019313)

	Actions	**Date**	**Amount**
Original Purchasing Award 04.28.2020 (Purchase Order #7019313)			$45,750.00
Ratification and Renewal (Change Order No. 1)	This change was to ratify and renew annual software maintenance, license, and support services for the period covering January 24, 2021 through January 23, 2024 in the amount of $235,000.00 of which $85,000.00 was paid in February 2021 with a funding request for the 2021-2022 annual subscription plan and one-time maintenance fee. The total funded amount of this ratification and renewal was $150,000.00.	5/19/2021	$150,000.00
Ratification, Renewal and Increase (Change Order No. 2)	This change was to ratify, renew, and increase the contract value in the funded amount of $286,550.00. There was an addition of 27 Premier Plan licenses for the period covering January 24, 2022 through January 23, 2023 in the amount of $20,250.00. In addition, this change was to add 300 Premier Plan licenses; 300 Smartsheet University All Access upgrade licenses; one (1) WorkApps Collaborator Pack 251-1000 subscription purchase; and one (1) Team Onboarding Package for the period covering January 24, 2023 through January 23, 2024 in the amount of $266,300.00. The licenses were used to train (Smartsheet University) and allow departments to share projects and reports (WorkApps).	6/1/2022	$286,550.00

Renewal and Increase (Change Order No. 3)	This change was to renew, change, and increase the contract value in the amount of $851,489.97 of which $130,812.34 was absorbed in the current contract value. The scope of the contract was to renew the Smartsheet platform that includes 300 user license in the amount of $821,970.00. The change was also due to software and license name changes; In addition, this change was to renew Smartsheet University training portal in the amount of $29,519.97 for the period covering January 24, 2024 through January 23, 2027. The negotiated fee was a one time increase 6.58% in the amount of $283,829.99 annually with a cost savings of $61,350.10 over the three (3) year contract.	11/1/2023	$720,677.63
Current Contract Amount			$1,202,977.63
Amount Paid to Date as of 11.19.2025			$964,897.66
Current Contract Balance			$238,079.97
Increase (Change Order No. 4)	***This change is to increase the current contract value in the amount of $283,830.00; of which, $238,079.97 will be absorbed from the current contract value. The term will remain through January 23, 2027. The total amount of this increase is $45,750.03.***	***12/3/2025***	***$45,750.03***
Available Balance			***$283,830.00***
Cumulative Contract Value			***$1,248,727.66***

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION **CONTRACT CHANGE NO. 4**
CITY OF MEMPHIS **DATE OF CHANGE: DECEMBER 3, 2025**
CONTRACT NUMBER 12244 (Formerly Purchase Order No. 7019313 **SHEET 1 OF 2**

TO: MR. ALEXANDER CARPENTER

SMARTSHEET, INCORPORATED

500 108TH AVENUE NE, #200

BELLEVUE, WA 98004

YOU ARE ADVISED THAT THE MEMPHIS LIGHT, GAS AND WATER DIVISION, CITY OF MEMPHIS, MEMPHIS, TENNESSEE HEREBY AUTHORIZES THE FOLLOWING CHANGE IN REGARDS TO THE ABOVE CONTRACT NUMBER. CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF SAID CONTRACT AND PREVIOUS CHANGES.

THE PROJECT SCOPE IS TO RENEW SOFTWARE PRODUCTS SUPPORT BY SMARTSHEET WHICH IS USED ACROSS MLGW FOR PROJECT MANAGEMENT, PROJECT PLANNING, TASK TRACKING AND PROVIDES A DASHBOARD FOR EXECUTIVES WITH PROVISIONS FOR CONTINUOUS ANNUAL SOFTWARE MAINTENANCE, LICENSE, AND SUPPORT SERVICES. THE CONTRACT AWARD WAS SELECTED BASED ON THE SINGLE SOURCE PROCUREMENT PROCESS.

THIS CHANGE IS TO INCREASE THE CURRENT CONTRACT VALUE IN THE AMOUNT OF $283,830.00; OF WHICH, $238,079.97 WILL BE ABSORBED FROM THE CURRENT CONTRACT VALUE. THE TERM WILL REMAIN THROUGH JANUARY 23, 2027. THE TOTAL AMOUNT OF THIS INCREASE IS $45,750.03. THIS SINGLE SOURCE INCREASE COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS $1,248,727.66.

CHANGE IN CONTRACT PRICE:

Contract Amount	**$1,202,977.63**
Change Amount	**$ 45,750.03 - Increase (*Change No. 4*)**
Total Contract Amount	**$1,248,727.66**

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

APPROVED BY THE PRESIDENT **DATE**

smartsheet

Order Q-6241558

Customer Information

Customer Name	Memphis Light, Gas and Water
Contact Name	Michael Faulk
Contact Email	mfaulk@mlgw.org
Contact Phone	9014915534

Quote Details

Created Date	November 17, 2025
Expiration Date	01/24/2026 12:00:00 AM
Prepared By Name	Kenneth Leiva Leon
Prepared By Email	kenneth.leivaleon@smartsheet.com
Prepared By Phone	

Smartsheet

Product	Region	Annual / Unit Price	Unit Quantity	Extended Price	Billing Frequency	Subscription Term	Total Price
Smartsheet University All Access Upgrade	US	32.80	300	9,840.00	Annual	1/24/2026 to 1/23/2027 (12 Months)	9,840.00 USD
Enterprise Plan plus Premium Support Package - Paid User	US	346.50	300	103,950.00	Annual	1/24/2026 to 1/23/2027 (12 Months)	103,950.00 USD
Smartsheet Advance - Platinum (Up to 999 Connected Users)	US	170,040.00	1	170,040.00	Annual	1/24/2026 to 1/23/2027 (12 Months)	170,040.00 USD

Total	283,830.00 USD

Pricing information within this document is confidential and proprietary. Prices above exclude applicable tax. This quote is valid until the Quote Expiration Date listed above. All new subscription purchases or expansions will require the submission of a separate order form. Any subscription renewals will be renewed and invoiced in accordance with the terms of the agreement governing your use of Smartsheet. Minimum differences in feature availability may exist between Regions, for details see https://help.smartsheet.com/regions-capability-differences.

Product Terms:

DocuSigned by:

741337893169478...

11/17/2025

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12547 - Enterprise Synergy Frames and Gen11 Compute Modules for VDI**

2. **Requested Funding – $1,104,904.50 ($1,004,458.64 bid amount plus $100,445.86 in contingency)**

3. **Award Duration – Five (5) years from the date of the Notice to Proceed with annual provisions for continuous maintenance.**

4. **Type of Bid – Sealed Bid**

5. **Awarded To – Logicalis, Inc.**

6. **Plain Language Description – MLGW is leveraging Hewlett-Packard Enterprise (HPE) Synergy 12000 Frames with Gen11 Compute Modules to power MLGW's Virtual Desktop Infrastructure (VDI) environment, flexible, and high-performance systems. These systems deliver fast and secure access to virtual desktops, which enables employees to work efficiently from anywhere.**

7. **Impact – The Virtual Desktop Infrastructure (VDI) environment will continue to operate on legacy HPE ProLiant Gen10 servers, which reached end-of-support on October 2, 2025.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 3, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12547, Enterprise Synergy Frames and Gen11 Compute Modules for VDI to Logicalis, Inc. in the funded amount of $1,104,904.50.

The project scope is to purchase, install and provide startup services for Hewlett-Packard Enterprise (HPE) Synergy 12000 Frames and Synergy 480 Gen11 Compute Modules for the Virtual Desktop Infrastructure (VDI) for both 1) MLGW's David F. Hansen Administration Building located at 220 South Main Street, Memphis, TN 38103; and 2) Netters Business Center located at 1665 Whitten Road, Memphis, TN 38134. The Vendor must be a Direct Authorized Reseller or Partner of HPE products and services.

The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on September 10, 2025. MLGW solicited 11 bidders and received two (2) compliant bids on September 30, 2025. The lowest and best bid received was from Logicalis, Inc. in the amount of $1,004,458.64. Additionally, MLGW is requesting contingency funds in the amount of $100,445.86 for any unforeseen technical issues such as setup and installation challenges and configuration changes. The total amount of this award is $1,104,904.50. The term of this contract is five (5) years from the date of the Notice to Proceed with annual provisions for continuous maintenance. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the Award of Contract No. 12547, Enterprise Synergy Frames and Gen11 Compute Modules for VDI to Logicalis, Inc. in the funded amount of $1,104,904.50, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Award.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 3, 2025 awarded Contract No. 12547, Enterprise Synergy Frames and Gen11 Compute Modules for VDI to Logicalis, Inc. in the funded amount of $1,104,904.50, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to purchase, install and provide startup services for Hewlett-Packard Enterprise (HPE) Synergy 12000 Frames and Synergy 480 Gen11 Compute Modules for the Virtual Desktop Infrastructure (VDI) for both 1) MLGW's David F. Hansen Administration Building located at 220 South Main Street, Memphis, TN 38103; and 2) Netters Business Center located at 1665 Whitten Road, Memphis, TN 38134. The Vendor must be a Direct Authorized Reseller or Partner of HPE products and services; and

WHEREAS, the Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on September 10, 2025. MLGW solicited 11 bidders and received two (2) compliant bids on September 30, 2025. The lowest and best bid received was from Logicalis, Inc. in the amount of $1,004,458.64. Additionally, MLGW is requesting contingency funds in the amount of $100,445.86 for any unforeseen technical issues such as setup and installation challenges and configuration changes. The total amount of this award is $1,104,904.50. The term of this contract is five (5) years from the date of the Notice to Proceed with annual provisions for continuous maintenance. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12547, Enterprise Synergy Frames and Gen11 Compute Modules for VDI to Logicalis, Inc. in the funded amount of $1,104,904.50 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Lashell Vaughn
Procurement Contracts Specialist: Jessica Payne

Board Meeting Date: 12/3/2025
Contract Number: 12547
Purchase Commodity:
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	**0352300 - Information Technology, Renetta F. Lesure, (901) 729-8473, rlesure@mlgw.org**
Scope: Contract _X___ Purchase ____ Other ____	**The project scope is to purchase, install and provide startup services for Hewlett-Packard Enterprise (HPE) Synergy 12000 Frames and Synergy 480 Gen11 Compute Modules for the Virtual Desktop Infrastructure (VDI) for both 1) MLGW's David F. Hansen Administration Building, 220 South Main Street, Memphis, TN 38103; and 2) Netters Business Center, 1665 Whitten Road, Memphis, TN 38134. The Vendor must be a Direct Authorized Reseller or Partner of HPE products and services.**
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	**This is an award**
Where will the work take place? *(MLGW facility or jobsite, etc.)*	**The work will take place at MLGW's Netters Datacenter and Hansen Datacenter.**
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	**The need exists to upgrade the existing frames (chassis) and compute modules (blades) that are no longer compatible with MLGW's current virtual environment. The Gen9 and Gen10 compute modules have reached end-of-life (EOL), and support is no longer available. Additionally, this is an unplanned replacement prompted by the discontinuation of Broadcom's VMware Cloud on Dell (VMC on Dell) solution.**
Are there any anticipated vendor issues? (If so, please explain)	**No**
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	**No**
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	**No**
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) **Sealed Bid**	

BUDGET:

	Total	In 2025 Budget Year	After Budget Year
Amount Requested	$ 1,104,904.50	$ -	$ 1,104,904.50
2025 Budget*	$ 13,403,000.00		
Amount Spent Year-to-Date	$ 9,430,709.05		
2025 Budget Balance Available		$ 3,972,290.95	
Budget Balance After Award		$ 3,972,290.95	

Please indicate category *(O&M or Capital).

[ ] **O&M**
[X] **Capital**

Project	Elec - IS/IT Projects
Expenditure Organization	0352300 Information Technology
Expenditure Type	eAM Outside Purchases
Task	WO1478753-E

Comments: **Approval contingent on the 2026 budget approval.**

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:

Ronda Croft
Budget & Financial Planning

11.04.2025
Date

Rev. 11/01/2018

MEMPHIS LIGHT, GAS & WATER DIVISION
INTERDEPARTMENTAL

TO: Board of Commissioners **DATE: 12/03/2025**

FROM: Randy Orsby - Manager of Procurement and Contracts

SUBJECT: Contract No. 12547, Enterprise Synergy Frames and Gen11 Compute Modules for VDI

The Contracts Management Department, with an outline of work provided by the Information Technology and Data Security Department, solicited bids to purchase, install and provide startup services for Hewlett-Packard Enterprise (HPE) Synergy 12000 Frames and Synergy 480 Gen11 Compute Modules for the Virtual Desktop Infrastructure (VDI) for both 1) MLGW's David F. Hansen Administration Building located at 220 South Main Street, Memphis, TN 38103; and 2) Netters Business Center located at 1665 Whitten Road, Memphis, TN 38134. The Vendor must be a Direct Authorized Reseller or Partner of HPE products and services.

The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on September 10, 2025. MLGW solicited 11 bidders and received two (2) complaint bids on September 30, 2025. The lowest and best bid received was from Logicalis, Inc. in the amount of $1,004,458.64. Additionally, MLGW is requesting contingency funds in the amount of $100,445.86 for any unforeseen technical issues such as setup and installation challenges and configuration changes. The total amount of this award is $1,104,90.50. The term of this contract is five (5) years from the date of the Notice to Proceed with annual provisions for continuous maintenance. This award complies with all applicable laws and policies.

Bidders	Bid Amount without Local Bidding Preference/Presence	Local Bidding Preference/Presence Calculation	Comments
Logicalis, Inc. 2600 West Big Beaver Road, Suite 150 Troy, MI 48084	Bid amount of $1,004,458.64 (plus $100,445.86 in contingency)	N/A	The Vendor did not provide documentation to be considered for the Local Bidding Preference and Presence.
Melillo Consulting, Inc. 285 Davidson Avenue, Suite 202 Somerset, NJ 08837	$1,083,182.00	N/A	The Vendor did not provide documentation to be considered for the Local Bidding Preference and Presence.

MLGW, through its evaluation and selection process, recommends the award of Contract No. 12547, Enterprise Synergy Frames and Gen11 Compute Modules for VDI to Logicalis, Inc. in the funded amount of $1,104,904.50.

MEMPHIS LIGHT, GAS AND WATER DIVISION

DATE: **November 6, 2025**

TO: **See List Below**

RE: **Notification of the Intent to Award**
Contract No. 12547

On behalf of MLGW, thank you for providing a bid for **Contract No. 12547, Enterprise Synergy Frames and Gen11 Compute Modules for VDI**. Two (2) bids were received on **September 30, 2025**.

After an evaluation of all bids received, a Notification of the Intent to Award recommendation to **Logicalis, Inc.** for the above-referenced contract has been received in the Contract Management office.

*It should be noted that **Contract No. 12547, Enterprise Synergy Frames and Gen11 Compute Modules for VDI** requires Board and City Council approvals and is not legally effective until both Logicalis, Inc. and MLGW sign the "Contract Documents." It should also be noted that no oral communications relating to the Contract Documents are effective and binding on you and MLGW.*

If you have any additional questions, don't hesitate to reach out to me at (901) 528-4020 or via email at jpayne@mlgw.org.

Again, thank you for your interest in doing business with MLGW.

Sincerely,

Jessica Payne

Jessica Payne *(on behalf of Shanikka Tate)*
Procurement Contracts Specialist 2
Contract Management

Distribution List:
~ Logicalis, Inc. – 2600 West Big Beaver Road, Suite 150, Troy, MI 48084
~ Melillo Consulting, Inc. – 285 Davidson Avenue, Suite 202, Somerset, NJ 08837

cc: Renetta Lesure
Corey Woods

RESOLUTION SUMMARY

1. **Short Title Description –** Palo Alto Firewalls for 5G Project

2. **Requested Funding –** $340,798.00

3. **Award Duration –** One-Time Purchase

4. **Type of Bid** – Sealed

5. **Awarded To –** Unico Technology, LLC

6. **Plain Language Description –** To procure Palo Alto firewalls for the 5G project. The firewalls will act as protective gateways between the new 5G network and MLGW's main corporate network. They will monitor and filter data traffic to ensure only authorized information is allowed through, helping safeguard both networks from cyber threats.
   - 2 – Part #PAN-PA-3420-AC - Palo Alto 3420 with redundant power supply
   - 2 – Part #PAN-PA-3420-BND-CORESEC – Five-year core security subscription bundle
   - 2 – Part #PAN-SVC-PREM-3420-5YR - Premium support for five years

7. **Impact –** The installation of the firewalls will significantly strengthen MLGW's cybersecurity for the 5G project. They will help prevent unauthorized access, data breaches, and other cyber risks by enforcing strict traffic controls between the 5G and corporate networks.



EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 3, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for Palo Alto firewalls for the 5G project to Unico Technology, LLC in the amount of $340,798.00.

The Palo Alto firewalls will be used for the 5G project to prevent unauthorized access, data breaches, and other cyber risks by enforcing strict traffic controls between the 5G network and the main corporate network. The firewalls will monitor and filter data to ensure only authorized information passes through.

Bids were opened on October 22, 2025. Notice to Bidders was advertised. Seven bids were solicited, and three bids were received with the lowest and best complying bidder being the firm of Unico Technology, LLC. This award complies with all applicable laws and policies.

The 2025 budgeted amount for Electric IS / IT Projects – Manager Information Technology is $13,403,000.00; the amount spent year-to-date is $9,430,788.00; leaving a balance available of $3,972,212.00; of which $340,798.00 will be spent in subsequent budget year as approved; and

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, awards a purchase order to Unico Technology, LLC is approved for furnishing:

2 – Part # PAN-PA-3420-AC - Palo Alto 3420 with redundant power supply;

2 – Part #PAN-PA-3420-BND-CORESEC – Five-year core security subscription bundle (adv. threat, adv. URL filtering, adv. WildFire, DNS security & SD-WAN) for five years;

2 – Part #PAN-SVC-PREM-3420- 5YR - Premium support for five years

Totaling $340,798.00; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said price being firm; the quantities are for estimation purposes only and do not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in four weeks, terms net 30 days.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 3, 2025 approved the purchase of Palo Alto firewalls for the 5G project and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, the Palo Alto firewalls will be used for the 5G project to prevent unauthorized access, data breaches, and other cyber risks by enforcing strict traffic controls between the 5G network and the main corporate network. The firewalls will monitor and filter data to ensure only authorized information passes through; and

WHEREAS, bids were opened on October 22, 2025. Notice to Bidders was advertised. Seven bids were solicited, and three bids were received with the lowest and best complying bidder being the firm of Unico Technology, LLC. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of Palo Alto firewalls for the 5G project from Unico Technology, LLC in the amount of $340,798.00 chargeable to subsequent budget year as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Lashell Vaughn
Procurement Contracts Specialist: Demetria Bowers-Adair

Board Meeting Date: 12/3/2025
Requisition Number: 5145224
Purchase Commodity: Palo Alto Firewalls for 5G Project
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Network Engineering and Security / Annquienette Burkes / (901) 729-8905 / aburkes@mlgw.org
Scope: **Contract** ____ **Purchase** __X__ **Other** ____	A purchase order will be issued to procure Palo Alto firewalls for the 5G project.
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	To purchase firewalls with licenses and support for MLGW's 5G project.
Where will the work take place? *(MLGW facility or jobsite, etc.)*	The firewalls will be installed at the Netters Business Center and Administration Building.
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The firewalls will act as protective gateways between the new 5G network and MLGW's main corporate network. They will monitor and filter data traffic to ensure only authorized information is allowed through, helping safeguard both networks from cyber threats.
Are there any anticipated vendor issues? (If so, please explain)	No
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	No
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) RFQ	

BUDGET:

	Total	In 2025 Budget Year	After Budget Year
Amount Requested	$ 340,798.00	$ -	$ 340,798.00
2025 Budget*	$ 13,403,000.00		
Amount Spent Year-to-Date	$ 9,430,788.00		
2025 Budget Balance Available		$ 3,972,212.00	
Budget Balance After Award		$ 3,631,414.00	

Please indicate category *(O&M or Capital).

☐ **O&M**

☒ **Capital**

Project Elec - IS/IT Projects
Expenditure Organization 0352100 Manager Information Technology
Expenditure Type eAM Outside Purchases
Task WO1382540

Comments: **Approval contingent on the 2026 budget approval.**

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:

Ronda Croft — **11.07.2025**

Budget & Financial Planning — **Date**

BID ON PALO ALTO FIREWALLS FOR 5G PROJECT

FOR BOARD MEETING OF DECEMBER 3, 2025

BIDS OPENED ON OCTOBER 22, 2025

BASE UNIT: EACH

BIDDERS	ITEM / QUANTITY	Line 1	Line 2	Line 3	Total	Local Bidding Preference	Local Bidding Presence	Terms	Delivery
	QUANTITY	2	2	2					
	DESCRIPTION	Part # PAN-PA-3420-AC - Palo Alto 3420 with redundant power supply	Part # PAN-PA-3420-BND-CORESEC-5YR - Core Security Subscription Bundle	Part # PAN-SVC-PREM-3420- 5YR - premium support for 5 years					
COMPLYING BIDDERS									
Unico Technology, LLC		$22,771.00	$106,201.00	$41,427.00	$340,798.00	N/A	N/A	Net 30	4 Weeks
Brentwood, TN									
Logicalis, Inc.		$232,688.44	$564,987.44	$154,740.20	$1,904,832.16	N/A	N/A	Net 30	3-6 Weeks
Troy, MI									
NON-COMPLYING BIDDER									
Thomas Consultants, Inc.		$40,593.33	$153,826.38	$45,040.36	$478,920.14	Yes	NA	Net 30	1-2 Weeks
Memphis, TN									

*NOTE: Thomas Consultants, Inc. was non-complying due to their failure to hold the pricing for 120 days; therefore, their bid was not considered for evaluation or award.

RECOMMEND AWARD AS FOLLOWS: Unico Technology, LLC..... $340,798.00

Sealed Bid: PALO ALTO FIREWALLS FOR 5G PROJECT
(RFQ: 1800949)

Memorandum
To: Demetria Bowers-Adair, Procurement Contracts Specialist 1
From: Annquienette “Missy” Burkes, Supervisor Network Management
Date: 10/29/2025
Re: Award Recommendation

I have received, reviewed, and evaluated three (3) bids for the purchase of Palo Alto Firewalls for 5G Project. The bidders were Logicalis, Inc., Thomas Consultants, Inc., and Unico Technology, LLC.

I am recommending that the RFQ: 1800949 Palo Alto Firewalls for 5G Project be awarded to Unico Technology, LLC based on meeting specifications and the lowest bid price at $340,798.00.

Sincerely,

Annquienette “Missy” Burkes
Supervisor Network Management
Mgr. Info Technology – Network Group
office: 901.729.8905
mobile: 901.491.5361

AWARD RECOMMENDATION

To: Annquienette Burkes

From: **Procurement Contracts Specialist II:** Demetria Bowers-Adair

Date: 10/29/2025

Requisition #: 5145224 **Bid on:** Palo Alto Firewalls for 5G Project

Attached are bid(s) for items requisitioned by your department. Please complete the applicable portions of this form in order that proper presentation and recommendations may be made. Please return this form to the Procurement Specialist as soon as possible.

1. PROCUREMENT COMMENTS:
I have received, reviewed, and evaluated three (3) bids for the purchase of Palo Alto Firewalls for 5G Project. The bidders were Logicalis, Inc., Thomas Consultants, Inc., and Unico Technology, LLC. I am recommending that the RFQ: 1800949 Sealed Bid: Palo Alto Firewalls for 5G Project be awarded to Unico Technology, LLC. based on meeting specifications and the lowest bid price at $340,798.00.

2. RECOMMENDATION:

A. Which bid(s) do you recommend? Unico Technology, LLC

B. Does this meet specifications as per your request and/or as advertised? YES ☑ NO ☐

If No, is the variance considered: MINOR ☐ *or* MAJOR ☐

Explain:

C. Is the recommendation the lowest bid received? YES ☑ NO ☐

If no, list the bids that are low; but which you believe **DO NOT** meet specifications and list reasons why each does not meet specifications. Please attach a memo of explanation to this form, if necessary. If recommendation is based on local bidding preference or earliest delivery based on need, please include in your recommendation.

(attach an additional sheet if further comment or explanation is required)

PRINT NAME Annquienette Burkes
Area Supervisor or designee

SIGNATURE Annquienette Burkes

DATE 10/29/2025 **PHONE** 901-729-8905

SIGNATURE Demetria Bowers-Adair
Procurement Contracts Specialist II

DATE 10/30/2025

3. PROCUREMENT ACTION/RECOMMENDATION(S): (Purchasing to complete)

This award complies with all applicable laws and policies.

Revised 6/23/2025

RESOLUTION SUMMARY

1. **Short Title Description –** Crew Cab Trucks with Enclosed Service Bodies

2. **Requested Funding –** $251,642.00

3. **Award Duration –** One-Time Purchase

4. **Type of Bid** – Sealed Bid

5. **Awarded To –** AutoNation Ford Memphis and Nashville Automotive LLC dba Serra Chevrolet Buick GMC

6. **Plain Language Description –** To purchase three crew cab trucks with enclosed service bodies to be used by Division crews to maintain the gas systems and for various customer service functions. MLGW has 230 one-ton service trucks in the fleet and budgeted to replace 29 in 2025. This is part of that procurement.
   - 2 – TRK-1-Ton Crew Cab 60 CA with enclosed service body
   - 1 – TRK-1-Ton CC, 84 CA enclosed service body

7. **Impact –** The service trucks from line item one will replace existing trucks that will be retired from service. The vehicle detailed in line item two will be a new addition to the motor pool for the requesting area.





EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 3, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards purchase orders for crew cab trucks with enclosed service bodies to AutoNation Ford Memphis in the amount of $163,142.00 and Nashville Automotive LLC dba Serra Chevrolet Buick GMC for $88,500.00.

The crew cab trucks with enclosed service bodies will be used by Division crews to maintain the electric, gas and water systems and for various customer service functions. Two crew cabs will replace existing equipment that will be retired from service. One crew cab truck will be added to the existing fleet.

Bids were opened on October 22, 2025. Notice to Bidders was advertised. Ten bids were solicited, and four bids were received with the best complying and most responsive bidders being the firms of AutoNation Ford Memphis and Nashville Automotive dba Serra Chevrolet Buick GMC. This award complies with all applicable laws and policies.

The 2025 budgeted amount for Transportation – Vehicle Acquisition and Training is $5,683,000.00; the amount spent year-to-date is $4,514,648.12; leaving a balance available of $1,168,351.88; of which $251,642.00 will be spent in subsequent budget year as approved; and

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, awards a purchase order to AutoNation Ford Memphis is approved for furnishing:

2 – Latest model crew cab and chassis with a 60-inch cab to axle (CA) dimension, dual rear wheel with a panel top service body, all in accordance with the Division Specification No. TDWESB-25-5021;

Totaling $163,142.00; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said price being firm; the quantities are for estimation purposes only and do not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in seventeen weeks, terms net 30 days.

THAT, subject to the consent and approval of the Council of the City of Memphis, awards a purchase order to Nashville Automotive LLC dba Serra Chevrolet Buick GMC is approved for furnishing:

1 – Latest model crew cab and chassis dual rear wheels and 84-inch cab to axle (CA) dimension with enclosed service body, all in accordance with the Division Specification No. TSBT-25-5027;

Totaling $88,500.00; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said price being firm; the quantities are for estimation purposes only and do not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in thirteen weeks, terms net 30 days.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 3, 2025 approved the purchase of crew cab trucks with enclosed service bodies and is now recommending to the Council of the City of Memphis that it approves said purchases; and

WHEREAS, the crew cab trucks with enclosed service bodies will be used by Division crews to maintain the electric, gas and water systems and for various customer service functions. Two crew cabs will replace existing equipment that will be retired from service. One crew cab truck will be added to the existing fleet; and

WHEREAS, bids were opened on October 22, 2025. Notice to Bidders was advertised. Ten bids were solicited, and four bids were received with the best complying and most responsive bidders being the firms of AutoNation Ford Memphis and Nashville Automotive dba Serra Chevrolet Buick GMC. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of two crew cab trucks with enclosed service bodies from AutoNation Ford Memphis in the amount of $163,142.00 and one crew cab truck with enclosed service body from Nashville Automotive LLC dba Serra Chevrolet Buick GMC in the amount of $88,500.00 chargeable to subsequent budget year as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Von Goodloe
Specialist: Donna Adams

Board Meeting Date: 12/3/2025
Requisition Number (s): 5146039
Purchase Commodity: Crew Cab Trucks with Enclosed Service Bodies
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Transportation Area No. 364210 / Caleb Crowder / 320-1473 / ccrowder@mlgw.org
Scope: **Contract** **Purchase X** **Other** ____	Purchase orders will be issued to procure three crew cab trucks with enclosed service bodies.
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	To purchase three crew cab trucks with enclosed service bodies.
Where will the work take place? *(MLGW facility or jobsite, etc.)*	Division vehicles / equipment used by crews to complete work in and around Shelby County, TN.
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	To purchase approved budget items to provide equipment for crews to complete job assignments. Replacements are evaluated based on age, actual operational usage, projected usage, repair cost and frequency, parts availability, and effectiveness to meet the Division's needs.
Are there any anticipated vendor issues? (If so, please explain)	No
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	No
If applicable, how was the recommendation determined? (Bid RFQ or RFP) RFQ	

BUDGET:

	Total	In 2025 Budget Year	After Budget Year	
Amount Requested	$ 251,642.00	$ -	$ 251,642.00	
2025 Budget*	$ 5,683,000.00			
Amount Spent Year-to-Date	$ 4,514,648.12			4,514,648.12
2025 Budget Balance Available		$ 1,168,351.88		
Budget Balance After Award		$ 1,168,351.88		

Please indicate category *(O&M or Capital).

☐ **O&M**

☒ **Capital**

Project	CA-Transportation	
Expenditure Organization	0364210 Vehicle Acquisition and Training	
Expenditure Type	Pwr-Transportion Equipment	
Task	CA-Gas Trans Eqt $163,142.00	2,220,000.00
	CA-Gas Comm Trans Eqt $88,500.00	3,463,000.00
		5,683,000.00

Comments: Approval contingent on the 2026 budget approval.

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:

Ronda Craft — **11.17.2025**

Budget & Financial Planning — **Date**

Rev. 11/01/2018

BID ON CREW CAB TRUCKS WITH ENCLOSED SERVICE BODIES

FOR BOARD MEETING OF DECEMBER 3, 2025

BIDS OPENED ON OCTOBER 22, 2025

BASE UNIT: EACH

BIDDERS	ITEM QUANTITY	Line 1	Line 2	Total	Local Bidding Preference	Local Bidding Presence	Terms	Delivery
	2	1						
DESCRIPTION		TRK-1-TON CREW CAB 60CA WITH ENCLOSED SERVICE BODY	TRK-1-TON CC, 84 CA ENCLOSED SERVICE BODY					
COMPLYING BIDDER(S)								
Nashville Automotive LLC dba Serra Chevrolet Buick GMC**		-	$88,500.00	$88,500.00	N/A	N/A	Net 30	13 Weeks
Madison, TN								
Awarded Line 2								
AutoNation Ford Memphis *		$81,571.00	$99,677.00	$262,819.00	N/A	$249,678.05	Net 30	17 Weeks
Memphis, TN								
Awarded Line 1								
NON-COMPLYING BIDDER(S)								
Nashville Automotive LLC DBA Serra Chevrolet Buick GMC		$78,500.00	-	$157,000.00	N/A	N/A	Net 30	13 Weeks
Madison, TN								
Nashville Automotive LLC dba Serra Chevrolet Buick GMC was non-complying due to their failure to meet MLGW's specifications. Line item one was not equipped with a tread plate; therefore this item was not considered for evaluation or award.								
Scruggs Equipment Company		$79,565.00	$86,686.00	$245,816.00	N/A	N/A	Net 30	24 Weeks
Memphis, TN								
Scruggs Equipment Company was non-complying due to their failure to meet MLGW'S specifications and operate as a full-service sales and service dealership. Line item two has an insufficient GVWR; therefore, their bid was not considered for evaluation or award.								
Chuck Hutton Chevrolet Company		$80,856.15	$96,899.49	$258,611.79	N/A	$245,681.20	Net 30	2 Weeks
Memphis, TN								
Chuck Hutton Chevrolet Company was non-complying due to their failure to supply internet access for service, parts manuals, training, complete and return bid specification pages and failure to sign and submit the signature page; therefore, their bid was not considered for evaluation or award.								

RECOMMEND AWARD AS FOLLOWS: *AutoNation Ford Memphis [Line 1].....$163,142.00

****Nashville Automotive LLC DBA Serra Chevrolet Buick GMC [Line 2].....$88,500.00**

MEMPHIS LIGHT, GAS AND WATER DIVISION
INTERDEPARTMENTAL COMMUNICATION

TO: Donna Adams

FROM: Caleb Crowder

DATE: October 23, 2025

SUBJECT: Crew Cab Trucks with Enclosed Service Bodies Recommendation

REQ #5146039 RFQ #1800850

Item #1 SPECIFICATION NO. TDWESB-25-5021 – *Total Cost: $163,142.00*
Two (2) latest model crew cab and chassis with a 60-inch cab to axle (CA) dimension, dual rear wheel with a panel top service body, all in accordance with Division Specification No. TDWESB-25-5021.

The lowest bid was submitted by Nashville Automotive LLC dba Serra Chevrolet Buick GMC supplying a Chevrolet Silverado 3500 with enclosed service body at a price of $78,500.00 each (Total Cost $157,000.00). This bid has a non-compliance for the service body floor not equipped with tread plate.

The 2nd lowest bid was submitted by Scruggs Equipment Company supplying a Chevrolet Silverado 3500 with enclosed service body at a price of $79,565.50 each (Total Cost $159,131.00). This bid has a non-compliance due to the bidder not being a full-service sales and service facility dealership for the vehicle bid.

The 3rd lowest bid was submitted by Chuck Hutton Chevrolet Company supplying a Chevrolet Silverado 3500 with enclosed service body at a price of $80,856.15 each (Total Costs $161,712.30). This bid has non-compliances for not supplying internet access for service, parts manuals, and training. This bid was missing bid specification pages.

The 4th lowest bid was submitted by AutoNation Ford Memphis supplying a Ford F350 with enclosed service body at a price of $81,571.00 each (Total Cost $163,142.00). This bid meets all specifications.

After careful evaluation of this bid, the Transportation Department recommends the award be made to AutoNation Ford Memphis for $163,142.00.

Item #2 SPECIFICATION NO. TSBT-25-5027 – *Total Cost: $88,500.00*
One (1) latest model crew cab and chassis with dual rear wheels and 84-inch cab to axle (CA) dimension with enclosed service body, all in accordance with Division Specification No. TSBT-25-5027.

The lowest bid was submitted by Scruggs Equipment Company supplying a Chevrolet Silverado 3500 with enclosed service body at a price of $86,686.00. This bid has non-compliances due to the bidder not being a full-service sales and service facility dealership for the vehicle bid and insufficient GVWR.

The 2nd lowest bid was submitted by Nashville Automotive LLC dba Serra Chevrolet Buick GMC supplying a Chevrolet Silverado 4500 with enclosed service body at a price of $88,500.00. This bid meets all specifications.

The 3rd lowest bid was submitted by Chuck Hutton Chevrolet Company supplying a Chevrolet Silverado 4500 with enclosed service body at a price of $96,899.49. This bid has non-compliances for not supplying internet access for service, parts manuals, and training. This bid was missing bid specification pages.

The 4th lowest bid was submitted by AutoNation Ford Memphis supplying a Ford F450 with enclosed service body at a price of $99,677.00. This bid meets all specifications.

After careful evaluation of this bid, the Transportation Department recommends the award be made to Nashville Automotive LLC dba Serra Chevrolet Buick GMC for $88,500.00.

Caleb Crowder
Acting Vehicle Acquisition and Training Supervisor
Transportation and Fleet Services
Memphis Light Gas & Water Division

AWARD RECOMMENDATION

To: Caleb Crowder

From: **Procurement Contracts Specialist II:** Donna Adams

Date: 10/27/2025

Requisition #: 5146039 **Bid on:** Crew Cab Trucks with Enclosed Service Bodies

Attached are bid(s) for items requisitioned by your department. Please complete the applicable portions of this form in order that proper presentation and recommendations may be made. Please return this form to the Procurement Specialist as soon as possible.

1. PROCUREMENT COMMENTS:

2. RECOMMENDATION:

A. Which bid(s) do you recommend? Please see attached Recommendation letter.

B. Does this meet specifications as per your request and/or as advertised? YES ☑ NO ☐

If No, is the variance considered: MINOR ☐ *or* MAJOR ☐

Explain:

C. Is the recommendation the lowest bid received? YES ☐ NO ☑

If no, list the bids that are low; but which you believe **DO NOT** meet specifications and list reasons why each does not meet specifications. Please attach a memo of explanation to this form, if necessary. If recommendation is based on local bidding preference or earliest delivery based on need, please include in your recommendation.

Please see attached Recommendation letter.

(attach an additional sheet if further comment or explanation is required)

PRINT NAME Caleb Crowder — Area Supervisor or designee

SIGNATURE Donna Adams — Procurement Contracts Specialist II

SIGNATURE Caleb Crowder **DATE** 10/28/2025

DATE 10/27/2025 **PHONE** 320-1473

3. PROCUREMENT ACTION/RECOMMENDATION(S): (Purchasing to complete)

This award complies with all applicable laws and policies.

Revised 6/23/2025

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12563 (*formerly Contract No. C2649*) MLGW Flower Planting, Mulch Maintenance, & Turf Area Management**

2. **Requested Funding – $95,517.12**

3. **Award Duration – Renewal two (2) of four (4) annual renewals (March 1, 2026 through February 28, 2027)**

4. **Type of Bid – Sealed Bid**

5. **Awarded To – Enlightenment Inc. dba APS Facility Maintenance**

6. **Plain Language Description – This contract is for grounds maintenance for MLGW's community offices. These services include spraying, trimming, limb removal, weed eating, fence clearing, mowing, flower planting, etc., to improve the overall aesthetics of the MLGW Community Office grounds areas.**

7. **Impact – The need exists to provide and maintain the appearance of MLGW facilities.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 3, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Renewal (*Change No. 2*) to Contract No. 12563 (*formerly Contract No. C2649*), MLGW Flower Planting, Mulch Maintenance, & Turf Area Management with Enlightenment Inc. dba APS Facility Maintenance to renew the current contract in the funded amount of $95,517.12.

The project scope is to furnish all supervision labor, transportation, materials, chemicals, equipment, fuel, tools, and supplies as required to perform spraying, trimming, limb removal, weed-eating, and grounds maintenance duties at MLGW Community Offices. The contract award was selected based on the lowest and best bid using the Sealed Bid process.

This change is to renew the current contract for the second of four (4) annual renewals for the period covering March 1, 2026 through February 28, 2027 in the amount of $95,517.12 which reflects a negotiated 3% increase in rates from the previous term. This increase ensures that Enlightenment Inc. dba APS Facility Maintenance can continue delivering the highest quality of service, materials, and staffing for the scope of work. This renewal complies with all applicable laws and policies. The new contract value is $280,987.44.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Renewal (*Change No. 2*) to Contract No. 12563 (*formerly Contract No. C2649*), MLGW Flower Planting, Mulch Maintenance, & Turf Area Management with Enlightenment Inc. dba APS Facility Maintenance to renew the current contract in the funded amount of $95,517.12 as outlined in the above preamble, is approved; and further

THAT, the President or his designated representative is authorized to execute the Renewal.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 3, 2025 approved Renewal (*Change No. 2*) to Contract No. 12563 (*formerly Contract No. C2649*), MLGW Flower Planting, Mulch Maintenance, & Turf Area Management with Enlightenment Inc. dba APS Facility Maintenance to renew the current contract in the funded amount of $95,517.12 and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to furnish all supervision labor, transportation, materials, chemicals, equipment, fuel, tools, and supplies as required to perform spraying, trimming, limb removal, weed-eating, and grounds maintenance duties at MLGW Community Offices. The contract award was selected based on the lowest and best bid using the Sealed Bid process; and

WHEREAS, this change is to renew the current contract for the second of four (4) annual renewals for the period covering March 1, 2026 through February 28, 2027 in the amount of $95,517.12 which reflects a negotiated 3% increase in rates from the previous term. This increase ensures that Enlightenment Inc. dba APS Facility Maintenance can continue delivering the highest quality of service, materials, and staffing for the scope of work. This renewal complies with all applicable laws and policies. The new contract value is $280,987.44; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Renewal (*Change No. 2*) to Contract No. 12563 (*formerly Contract No. C2649*), MLGW Flower Planting, Mulch Maintenance, & Turf Area Management with Enlightenment Inc. dba APS Facility Maintenance to renew the current contract in the funded amount of $95,517.12 as approved.

BOARD RESOLUTION TRANSMITTAL

Board Meeting Date: 12/3/2025

Expenditure Org Executive: Dr. Von Goodloe
Procurement Contracts Specialist: Jessica Payne

Contract Number: 12563 (formerly Contract No. C2649)
Purchase Commodity:
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	**Building Services Grounds / Charles Barnes / 901-524-7981 / charles.barnes@mlgw.org**
Scope: Contract _X___ Purchase ____ Other ____	**The project scope is to furnish all supervision labor, transportation, materials, chemicals, equipment, fuel, tools, and supplies as required to perform spraying, trimming, limb removal, weed-eating, and grounds maintenance duties at MLGW Community Offices.**
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	**This change is to renew the current contract for the second of four (4) annual renewals for the period covering March 1, 2026 through February 28, 2027.**
Where will the work take place? *(MLGW facility or jobsite, etc.)*	**The work will take place at various MLGW Community Offices.**
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	**The need exists to provide and maintain the appearance of all MLGW community office locations.**
Are there any anticipated vendor issues? (If so, please explain)	**No**
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	**Yes, the cost comparison was provided on September 11, 2025.**
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	**No**
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) **Sealed Bid**	

BUDGET:

	Total	In 2025 Budget Year	After Budget Year
Amount Requested	$95,517.12	$0.00	$95,517.12
2025 Budget*	$ 2,406,000.00		
Amount Spent Year-to-Date	$ 2,614,327.48		
2025 Budget Balance Available		$ (208,327.48)	
Budget Balance After Award		$ (208,327.48)	

***Please indicate category *(O&M or Capital)*.**

[X] **O&M**
[ ] **Capital**

Project Bldg Svcs Grounds R2024
Expenditure Organization 0363300 Managers Office Building Services Grounds
Expenditure Type Contracted Svc-Other
Task Admin Expense

Comments: Approval is contingent upon the 2026 budget approval.

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:

Ronda Croft

Budget & Financial Planning

10.20.2025
Date

Rev. 11/01/2018

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION **CONTRACT CHANGE NO. 2**
CITY OF MEMPHIS **DATE OF CHANGE DECEMBER 3, 2025**
CONTRACT NUMBER 12563 (formerly Contract No. C2649) **SHEET 1 OF 3**

TO: LORENZO MYRICK

ENLIGHTENMENT INC. DBA APS FACILITY MAINTENANCE

3320 EAST SHELBY DRIVE

MEMPHIS, TN 38116

YOU ARE ADVISED THAT THE MEMPHIS LIGHT, GAS AND WATER DIVISION, CITY OF MEMPHIS, MEMPHIS, TENNESSEE HEREBY AUTHORIZES THE FOLLOWING CHANGE IN REGARD TO THE ABOVE CONTRACT NUMBER. THE CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF SAID CONTRACT AND PREVIOUS CHANGES.

THE PROJECT SCOPE IS TO FURNISH ALL SUPERVISION LABOR, TRANSPORTATION, MATERIALS, CHEMICALS, EQUIPMENT, FUEL, TOOLS, AND SUPPLIES AS REQUIRED TO PERFORM SPRAYING, TRIMMING, LIMB REMOVAL, WEED-EATING, AND GROUNDS MAINTENANCE DUTIES AT MLGW COMMUNITY OFFICES. THE CONTRACT AWARD WAS SELECTED BASED ON THE LOWEST AND BEST BID USING THE SEALED BID PROCESS.

THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE SECOND OF FOUR (4) ANNUAL RENEWALS FOR THE PERIOD COVERING MARCH 1, 2026 THROUGH FEBRUARY 28, 2027 IN THE AMOUNT OF $95,517.12 WHICH REFLECTS A NEGOTIATED 3% INCREASE IN RATES FROM THE PREVIOUS TERM. THIS INCREASE ENSURES THAT ENLIGHTENMENT INC. DBA APS FACILITY MAINTENANCE CAN CONTINUE DELIVERING THE HIGHEST QUALITY OF SERVICE, MATERIALS, AND STAFFING FOR THE SCOPE OF WORK. THIS RENEWAL COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS $280,987.44.

CHANGE IN CONTRACT PRICE:

CONTRACT AMOUNT	**$ 185,470.32**
CHANGE AMOUNT	**$ 95,517.12- Renewal (*Change No. 2*)**
TOTAL CONTRACT AMOUNT	**$ 280,987.44**

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

APPROVED BY THE PRESIDENT **DATE**

Docusign Envelope ID: 468E0D1A-E5C9-4479-9135-2A2DAD2A6FD7

APS Facility Maintenance

September 03, 2025

Andrew Stanley
Facilities Management
Memphis Light, Gas & Water
Phone: (901) 590-5135
Email: astanley@mlgw.org

Subject: Contract Renewal - Contract No. 12563 (Flower Planting, Mulch Maintenance, and Turf Area Management)

Dear Mr. Stanley,

APS Facility Maintenance is pleased to confirm our interest in renewing Contract No. 12563 - Flower Planting, Mulch Maintenance, and Turf Area Management, which is set to expire on February 28, 2026.

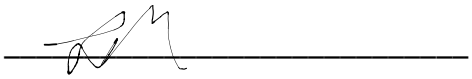
We respectfully request renewal for the next term, covering the period March 1, 2026 - February 28, 2027 (Second Renewal Term).

In reviewing our costs and services, we are requesting a 3% increase to the current contract rates. This adjustment ensures that APS can continue delivering the highest quality of service, materials, and staffing for the scope of work under this agreement.

We value our partnership with Memphis Light, Gas & Water and look forward to continuing to provide excellent service. Please let us know if you require any additional documentation or have questions regarding this renewal.

Docusign Envelope ID: 468E0D1A-E5C9-4479-9135-2A2DAD2A6FD7

Sincerely,



Signed by:
Charles Barnes
9E89D753B5FE44E...

9/12/2025

Lorenzo Myrick

President

APS Facility Maintenance

Contractor: **Enlightenment Inc. dba APS Facility Maintenance**
12/3/2025

Contract Number: 12563
(*formerly Contract No. C2649*)

	Actions	**Date**	**Amount**
Original Award 3.01.23			**$92,735.16**
Renewal (Change Order No. 1)	This change was to renew the current contract for the first of four (4) annual renewals for the period covering March 1, 2025 through February 28, 2026 in the amount of $92,735.16, with no increase in rates from the initial term.	12/18/2024	$92,735.16
Current Contract Amount			**$185,470.32**
Amount Paid to Date as of 11.03.25			$136,715.59
Current Contract Balance			$48,754.73
Renewal (Change Order No. 2)	***This change is to renew the current contract for the second of four (4) annual renewals for the period covering March 1, 2026 through February 28, 2027 in the amount of $95,517.12 which reflects a negotiated 3% increase in rates from the previous term. This increase ensures that Enlightenment Inc. dba APS Facility Maintenance can continue delivering the highest quality of service, materials, and staffing for the scope of work.***	***12/3/2025***	***$95,517.12***
Available Balance			***$144,271.85***
Cumulative Contract Value			***$280,987.44***

Note: MLGW's Building Services Grounds Department will utilize the remaining balance towards the remainder of the current term.

RESOLUTION SUMMARY

1. Description of the Item

Resolution approving the recommended annual salary of $178,552.80 to fill the vacant new hire position of Director, Central Support Services.

2. Additional Information

The President & CEO and the Interim Chief People Officer have recommended to the Board of Light, Gas, and Water Commissioners that they approve an annual salary of $178,552.80 for a new hire position: Director, Central Support Services, subject to the consent and approval of the City Council of the City of Memphis.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 3, 2025

WHEREAS MLGW desires to hire a candidate to fill the vacant position of Director, Central Support Services at an annual salary of $178,552.80; and

WHEREAS, the President & CEO and the Interim Chief People Officer recommend to the Board of Memphis Light, Gas & Water Commissioners an annual salary in the amount of $178,552.80 for a candidate for the Director, Central Support Services.

NOW THEREFORE BE IT RESOLVED by the Board of Memphis Light, Gas & Water Commissioners:

THAT, subject to the consent and approval of the City Council of the City of Memphis, the annual salary for the Director, Central Support Services, in the amount of $178,552.80 is hereby approved.

RESOLUTION

WHEREAS, MLGW desires to hire a candidate to fill the vacant position of Director, Central Support Services, and

WHEREAS, the Board of Memphis Light, Gas, and Water Commissioners at their meeting on December 3, 2025, approved an annual salary of $178,552.80 for the Director, Central Support Services position; and

WHEREAS, Memphis City Substitute Ordinance No. 5897 provides that the salary of executive management or other employees over $120,000.00 be approved by the City Council.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that the annual salary of $178,552.80 is hereby approved for the vacant Director, Central Support Services position.