Request for Quotation 1809146

Title	**SEALED BID: SUBSTATION NETWORK MODULES & SOFTWARE LICENSES**		
Preview Date	**30-OCT-2026 13:56:37**	Open Date	**30-OCT-2026 13:56:37**
Close Date	**10-NOV-2026 14:00:00**	Award Date	**Not Specified**
Time Zone	**Pacific Time**		

Note **Vendors must be registered as a supplier with Memphis Light, Gas and Water in order to participate in Memphis Light, Gas and Water's bids. Bidders must have a username and password in order to access MLGW's eProcurement system, which will allow the bidder to fully view this RFQ in Oracle as well as open the attachments.**

To register as a Memphis Light, Gas and Water supplier, please follow the instructions at the following link: http://www.mlgw.com/bids.

Click MLGW iSupplier Portal (New Suppliers) to register or select MLGW iSupplier Portal (Existing Suppliers) to register. MLGW will only accept bids via the iSupplier Portal or via hard copy with permission from the buyer. If attachments are included with this RFQ, bidders are to fill out and return, in their entirety, all required attachments. Attachments may include, but are not limited to, bid sections, exceptions to specifications pages, and a declaration statement. All bidders must complete each of the required forms attached to this RFQ and submit all required documentation with the bidder's quote, per the specifications and the terms and conditions. Failure to submit all required documentation may cause the bidder's quote to be considered nonconforming.

Review, complete, and upload all required documents identified in the attached "Bidding Requirements" document. The "Bidding Requirements" document can be viewed on the Header tab of the RFQ whenever you are not in "Create Quote" mode. The Bidding Requirements document must be completed and returned with the RFQ submission in order to be considered for evaluation. Also, all suppliers must sign and date each page where it is noted for a "signature and date" in the attached bid requirement document.

Manufacturer/catalog numbers: In the "Note to Buyer" field, enter the name of the manufacturer and/or the catalog number being quoted for each applicable line item.

For questions, send an online discussion through the Actions option of the RFQ by using the drop-down menu on the right side of the page. For directions on how to submit a quote, visit www.mlgw.com/bids and select the MLGW iSupplier Portal User Guide, or call 901-528-4701 for assistance.

Please submit your response to:

Company	**Memphis Light Gas and Water Division**
Buyer	**Mathis, Annie**
Location	**Memphis Light Gas and Water Division** **220 South Main Street**

PO Box 430
Memphis, TN
United States
Phone **901-528-4701**
Fax
Email **amathis@mlgw.org**

When submitting your response, please include the following information.

Your Company Name	
Address	
Contact Details	
Response Valid Until	

This document has important legal consequences. The information contained in this document is proprietary of Memphis Light, Gas and Water Division. It shall not be used, reproduced, or disclosed to others without the express and written consent of Memphis Light, Gas and Water Division.

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1 Header Information

1.1 General Information

Title	**SEALED BID: SUBSTATION NETWORK MODULES & SOFTWARE LICENSES**
Description	**MLGW is seeking to procure a one-time purchase of Substation network modules and software licenses.**

Preview Date	**30-OCT-2026 13:56:37**	Open Date	**30-OCT-2026 13:56:37**
Close Date	**10-NOV-2026 14:00:00**	Award Date	**Not Specified**
Time Zone	**Pacific Time**	Buyer	**Mathis, Annie**
Quote Style	**Sealed**	Email	**amathis@mlgw.org**
Outcome	**Standard Purchase Order**		

Note Vendors must be registered as a supplier with Memphis Light, Gas and Water in order to participate in Memphis Light, Gas and Water's bids. Bidders must have a username and password in order to access MLGW's eProcurement system, which will allow the bidder to fully view this RFQ in Oracle as well as open the attachments.

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1.2 Terms

Ship-To Address	**OF01 Electric Sys Ops Facility** **2425 Covington Pike** **Memphis, TN 38128-6935** **United States**	Bill-To Address	**AB01 David F Hansen Admin Bldg** **220 South Main Street** **PO Box 430** **Memphis, TN 38101-0430** **United States**
Payment Terms			
FOB	**Memphis, TN: Our Dock**	Freight Terms	**FOB MEM, TN PPD & ALLOW**

1.3 Attachments

Name	Data Type	Description
Substation Network Modules & Software Licenses Sealed Bid R	File	Substation Network Modules & Software Licenses Sealed Bid Requirements.pdf (Size :187180)

1.4 Response Rules

This negotiation is governed by all the rules displayed below.

- [ ] Negotiation is restricted to invited suppliers
- [ ] Suppliers are allowed to view other suppliers' contract terms, notes and attachments
- [ ] Suppliers are allowed to respond to selected lines
- [X] Suppliers are required to respond with full quantity on each line
- [X] Suppliers are allowed to provide multiple responses
- [X] Buyer may close the negotiation before the Close Date
- [X] Buyer may manually extend the negotiation while it is open

2 Price Schedule

2.1 Line Information

Display Rank As **No indicator displayed**
Ranking **Price Only**
Cost Factors **None**

Line	Item, Rev	Target Quantity	Unit	Unit Price	Amount	Promised Date
1 JPAX MPLS-TP Converged Node	EO6723101	6	Each			
2 MPLS-TP JPAX Node Software Licenses Gold Package	EO6723102	6	Each			
3 MPLS-TP JPAX Node Recommended Spare Parts	EO6725201	1	Each			

2.2 Line Details

2.2.1 Line 1 JPAX MPLS-TP Converged Node ; MPLS-TP JPAX Converged Node. Protected CORE Modules (Licensed 2x !G WAN ports). Protected Power Modules (130-VDC/115-VAC) Ethernet Unit with Quad 10/100/1000BT, RJ-45 Ports. Protection - DTT Tx/Rx, 2 Ports, 130- Vdc. Protection - IEEE C37.94 SFT 4-ports, (2 equipped)

Item, Rev **EO6723101**
Category **MISC.MISC.**
Need-By Date **21-FEB-2027 03:00:00 to 21-FEB-2027 03:00:00**
Ship-To Address **OF01 Electric Sys Ops Facility**
2425 Covington Pike
Memphis, TN 38128-6935
United States

Attachments

Name	Data Type	Description
Long Discription	Short Text	

2.2.2 Line 2 MPLS-TP JPAX Node Software Licenses Gold Package ; MPLS-TP JPAX Node Software Licenses - (GOLD) Package consists of: JPAX eMS license & Telenium Network Manager (GOLD) License. JPAX Telenium Network Manager (GOLD) License. JPAX 8x5 Annual Extended (GOLD) Software Support Service (ESS)

Item, Rev **EO6723102**
Category **MISC.MISC.**
Need-By Date **21-FEB-2027 03:00:00 to 21-FEB-2027 03:00:00**
Ship-To Address **OF01 Electric Sys Ops Facility**
2425 Covington Pike
Memphis, TN 38128-6935
United States

Attachments

Name	Data Type	Description

2.2.3 Line 3 MPLS-TP JPAX Node Recommended Spare Parts ; JPAX 90000 SPARE PARTS LIST 1. 90110-01 POWER CONVERTER 48/130 VDC 2. 90100-01 POWER CONVERTER 115/240 VAC, 50/60 Hz 3. 90100/B 115 VAC POWER CORD EXTENSION (NORTH AMERICA) 4. 90010-01 MPLS-TP-CORE, UNLICENSED, 2X 10G, 4X 1G CAPABLE 5. 90010/AA SFP, 1G, SR, LC, SMF. 1310 nM, 10 kM 6. 90201-01 ETHERNET (4G), 4x 10/100/1000BT, RJ-45 7. 90301-01 TDM, 4x CBUS, RJ-48C 8. 90902-01 CBUS Cable, 2m, RJ-45 > IDC Socket (JMUX/TN1U) 9. 90360-02 PROTECTION - IEEE C37.94 SFP, 4-port 10. 90360/DD C37.94 SFP MMF 11. 90341-03 PROTECTION - DIRECT TRANSFER TRIP (DTT), 2-port, 130 VDC

Item, Rev	**EO6725201**
Category	**MISC.MISC.**
Need-By Date	**21-FEB-2027 03:00:00 to 21-FEB-2027 03:00:00**
Ship-To Address	**OF01 Electric Sys Ops Facility 2425 Covington Pike Memphis, TN 38128-6935 United States**

Attachments

Name	Data Type	Description
"Long Description"	Short Text	

Contract Terms and Conditions

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Terms and Conditions

Introduction

ACCEPTANCE; AGREEMENT

TheSeller's commencement of work on the goods subject to this purchase order or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of the express terms on the face and back of the document. Any proposal for additional or different terms or any attempt by the Seller to vary in any degree the terms of this offer in the Seller's acceptance is objected to, but such proposals shall not operate as a rejection of this offer unless such variances are in the description, quantity, price or delivery schedule of the goods. Such proposals shall be deemed a material alteration, and this offer shall be deemed accepted by the Seller without said additional or different terms unless there is prior written authorization from MLGW. This purchase order and any documents referred to on the face constitute the entire agreement between the parties and supersedes any prior written or oral agreements between the parties concerning this purchase order.

Terms

CHOICE OF LAW, DISPUTE RESOLUTION

The laws of Tennessee shall control all aspects of this purchase order as if it were to be performed entirely within Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this purchase order shall be instituted and litigated in the courts in Shelby County, Tennessee and in no other. The Seller, by acceptance of this order, submits to the jurisdiction of the courts of Tennessee regardless of choice or law. The Seller agrees to be bound by the then existing dispute resolution policy of MLGW, which may be provided to the Seller upon request.

COMPLIANCE WITH ALL LAWS

The Seller is to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits. Under Tennessee Code Annotated § 50-1-103 neither party shall knowingly employ, recruit, or refer for a fee for employment, an illegal immigrant.

DELIVERY

The shipping and/or arrival date specified in this purchase order is critical with time being of the essence. Order shipment or work completion shall be made within the time specified. If non-compliance occurs MLGW reserves the right, upon written notice to the Seller, to cancel this purchase order or to purchase the described goods or services from a vendor of MLGW's choice and charge the Seller with all loss or damage, unless deferred shipment of services has been authorized in writing by MLGW's duly authorized representative.

DECLARATIVE STATEMENTS

Any statement or words (e.g, must, shall, will, etc.) are declarative statements and the Seller must comply with the condition. Failure to comply with any such condition may cause the bid to be non-responsive and disqualified.

PROCESSING TIME FOR PAYMENT

Sellers are advised that a minimum of 30 days is required to process invoices for payment.

SIGNING OF BIDS

To be considered all bids must be signed. Please sign the original in blue ink. By signing the bid document, the Seller acknowledges and accepts the term and conditions stated in the bid document.

NO CONTACT RULE

After the date and time that the Seller receives this solicitation, any contact initiated by any Seller with any MLGW representative, other than the listed Purchasing representative or the Purchasing representative's designated representative, concerning this invitation for bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the Seller from this procurement transaction. Sellers may be required to sign an affidavit confirming this Article.

USE OF BID FORMS

Bidders are to complete the bid forms contained in the bid package. Failure to complete the bid forms shall result in bid rejection.

SELLER CONTRACT

MLGW's Purchasing Department will not accept the Seller's contract including Master Agreements, Service Agreements, Terms of Agreements, and Terms and Conditions.

WAIVING OF MINOR IRREGULARITIES

MLGW reserves the right to waive minor irregularities or technicalities when it is in the best interest of MLGW.

INCURRED COSTS

MLGW will not be responsible for any costs incurred by the Seller in preparing a bid.

NONDISCRIMINATION

The Seller agrees that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of the Seller on the grounds of handicap, age, race, color, religion, sex, national origin, or protected veterans or individuals with

disabilities. The Seller shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. The Seller covenants that the Seller complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws. The Seller covenants that the Seller does not engage in any illegal employment practices.

TERMINATION FOR CAUSE

MLGW may terminate this order for cause in the event of any default by the Seller of any of the terms and conditions of this purchase order. Late deliveries, deliveries of products which are defective or which do not conform to this order, and failure to provide MLGW with reasonable assurances of future performance shall allow MLGW to terminate this order for cause. If termination for cause occurs, MLGW shall not be liable to the Seller for any amount, and the Seller shall be liable to MLGW for any and all damages sustained by the default which caused the termination.

TERMINATION FOR CONVENIENCE

MLGW reserves the right to cancel this order, with or without cause prior to shipment.

SELLER WARRANTIES

(a) The Seller warrants that the goods delivered under this purchase order are of merchantable quality, and conform to specifications furnished by MLGW. MLGW reserves the right to cancel this order in whole or in part if the goods are not merchantable or do not conform to the stated specifications. Payment for specified goods or acceptance of physical delivery shall not constitute an acceptance of nonconforming goods. If rejected, the goods or work shall be returned for credit or replacement and shall be modified at the Seller's cost. All handling and transportation charges occasioned by the return of the goods shall be assumed by the Seller. (b) The Seller also warrants that the goods delivered have been manufactured under the Fair Labor Standards Act of 1938, as amended, and all regulations adopted pursuant to that Act. (c) The Seller warrants that the described goods do not infringe upon any patent, design, copyright or trademark, either directly or indirectly. (d) The Seller warrants that the described goods comply with all federal, state and local laws and regulations. The foregoing warranties, and such other warranties as may be involved, are besides all other warranties which may vest in MLGW under the Tennessee Uniform Commercial Code (Code or UCC) or otherwise by operation of law. All such warranties survive the delivery and receipt of the goods by MLGW. The Seller agrees to hold MLGW harmless from all damages and liability resulting from any breach of any warranties.

PATENTS

The Seller warrants that the goods described and the sale or use of the goods will not infringe upon any United States (U.S.) or foreign patent or copyright. The Seller covenants that the Seller will, at the Seller's own expense, defend with counsel acceptable to MLGW, every suit which may be brought against MLGW, or those selling or using MLGW's product (provided the Seller is promptly notified of such suit) for any alleged infringement of any patent or copyright by the sale or use of such goods. The Seller agrees that the Seller will pay all cost, damages and profits recoverable in any such suit.

TAXES

Unless otherwise shown on the face of this order, the prices stated exclude all state and local taxes. MLGW's purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

PAYROLL TAXES

Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by MLGW for the Seller or for the employees of the Seller. The Seller shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this purchase order. The Seller shall be responsible to pay all taxes, as mandated by law.

FRINGE BENEFITS

Since the Seller is not an employee of MLGW, the Seller is not eligible for and shall not participate in any employee benefits of MLGW, including pension, health or other fringe benefits.

FORCE MAJEURE

Neither party shall be liable for delay or default in fulfilling this order due to an Act of God, accident or other such event beyond the reasonable control of the party. During any such delay or default by the Seller, MLGW may elect to purchase the described goods or services elsewhere and, at MLGW's sole option, apply such purchase to reduce the quantity of deliverable goods or services.

INDEMNITY

Besides the indemnification provisions of Seller Warranties and Indemnification/Hold Harmless, the Seller shall also indemnify MLGW against and save MLGW harmless from any and all loss or expense (including attorney fees) imposed upon MLGW for damages resulting from the death of or injury to persons or destruction of property caused by any alleged defect in goods or services purchased or the negligent act or omission of the Seller, the Seller's agents or employees in fulfillment of this order.

LIMITATIONS OF LIABILITY

MLGW shall not be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if MLGW has been advised of the possibility of such damages.

DISCOUNTS

The Seller shall show all applicable cash discounts on all invoices. The Seller agrees that the time during which a cash discount will be available to MLGW will be computed from the date that MLGW receives acceptable goods purchased or the invoice for the goods, whichever is later.

PROPRIETARY INFORMATION/CONFIDENTIALITY- ADVERTISING

Subject to the Tennessee Public Records Act, the Seller shall consider all information furnished by MLGW to be confidential and shall not unnecessarily disclose any such information to any other person, or use such information

for any purpose other than performing this purchase order, unless the Seller obtains written permission from MLGW to do so. This paragraph shall apply to drawings, specifications, or other documents prepared by the Seller for MLGW for this order. The Seller shall not advertise or publish that MLGW has contracted to purchase goods from the Seller, nor shall any information relating to the order be disclosed without MLGW's prior written permission.

PRICE WARRANTY

The Seller warrants that the prices for the articles sold to MLGW are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. If the Seller reduces the Seller's price for such article during the term of this order, the Seller agrees to reduce MLGW's prices correspondingly. The Seller warrants that prices shown on the purchase order shall be complete, and no additional charges of any type shall be added without MLGW's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating.

RISK OF LOSS

Identification of the goods under the UCC shall occur when this offer is accepted by the Seller. Risk of loss shall pass to the MLGW at the time that the goods are received and accepted by MLGW.

INSURANCE

If the goods sold or services provided under this purchase order require or contemplate performance of services by the Seller's employees or persons under contract to the Seller or are to be done on MLGW's property or on the property of MLGW's customers, the Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of MLGW. The Seller and the Seller's subcontractor shall maintain all necessary insurance coverage, including public liability and workers' compensation insurance required by MLGW. The Seller agrees to provide MLGW any and all certificates of insurance requested by MLGW.

NOTICES

Any notice in connection with this purchase order shall be given in writing and delivered either by hand to the duly authorized representative or by registered or certified U.S. mail, postage prepaid, return receipt requested, to the Seller' address as listed on the face of the purchase order and to MLGW, attention Purchasing Supervisor, 220 South Main Street, Room 316, Memphis, TN 38103-3917. Any party may change its notice address by giving notice of the change in accordance with this section.

ASSIGNMENT OF CONTRACT

Neither MLGW nor the Seller shall assign any rights or duties under this purchase order without the prior written consent of the other unless otherwise stated in the written consent to an assignment. No assignment shall release or discharge the assignor from any obligation under this purchase order.

CHANGES

MLGW shall have the right to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

INSPECTION/TESTING

Payment for the goods delivered shall not constitute acceptance. MLGW shall have the right to inspect such goods and to reject any or all goods which in MLGW's judgment are defective or nonconforming. Besides MLGW's other rights, goods rejected and goods supplied in excess of quantities requested may be returned to the Seller at the Seller's expense. MLGW may charge the Seller all expenses of unpacking, examining, repacking and reshipping such goods. If MLGW receives goods whose defects or nonconformities are not apparent on examination, MLGW reserves the right to require replacement and payment of damages. Nothing in this purchase order shall relieve the Seller from the obligation of testing, inspection and quality control.

MATERIAL SAFETY DATA SHEET (MSDS)

It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS, as required by law, with the first shipment of hazardous material. Also if the content of an MSDS is revised the Seller must provide new information relevant to the specific material.

ENVIROMENTAL

MLGW expects all responsive bidders to demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to the bidder's or respondent's line of services.

MODIFICATIONS

Modifications must be in writing and signed by MLGW's duly authorized representative.

DEFINITIONS

Wherever a term defined by the UCC is used in this agreement the UCC definition controls.

SETOFF

All claims for money due or to become due from MLGW shall be subject to deduction or setoff by MLGW for any counterclaim arising out of this or any other transaction with the Seller.

SHIPMENT

If compliance with MLGW's delivery date requires the Seller to ship by a more expensive way than specified in this purchase order, any increased transportation costs shall be paid for by the Seller unless the necessity for rerouting or expediting handling has been caused or requested by MLGW.

NO AUTHORITY TO BIND MLGW

The Seller has no authority to contract on behalf of MLGW. This purchase order does not create a partnership between the parties.

AUDIT

MLGW shall have the right to audit this purchase order and all associated books, documents and records. The Seller shall maintain all of the Seller's books, documents and records relating to this purchase order during the contract period and for three (3) years after final payment unless a longer period is required by law. The books, documents and records shall be provided to MLGW within 10 days of receipt of the written request.

WAIVER

MLGW's failure to insist on performance of the terms or conditions or to exercise any right or MLGW's waiver of any breach shall not waive any other terms, conditions, or privileges, whether of the same or similar type.

SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this purchase order or the occurrence of any event rendering any portion or provision of this purchase order void shall in no way affect the validity or enforceability of any other portion or provision of this purchase order. Any void provision shall be deemed severed from this purchase order and the balance of this purchase order shall be construed and enforced as if this purchase order did not contain the portion or provision held to be void. The parties further agree to amend this purchase order to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire purchase order from being void should a provision which is of the essence of this purchase order be determined void.

ALTERATIONS OR AMENDMENTS

Alterations, amendments, changes, modifications or additions to this purchase order shall not be binding on MLGW without the prior written approval of an authorized MLGW representative.

LIMITATION OF BUYER'S LIABILITY/STATUTE OF LIMITATIONS

MLGW shall not be liable for the Seller's anticipated profits or for incidental or consequential damages. MLGW's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this agreement or from the performance or breach of this purchase order shall in no case exceed the price of the goods, services or unit, which gave rise to the claim, or the limits of the Tennessee Governmental Tort Liability Act. MLGW shall not be liable for any penalties. Any action resulting from any breach by MLGW as to the goods or services delivered must be commenced within one (1) year after the cause of action has accrued.

INDEMNIFICATION/HOLD HARMLESS

The Seller shall indemnify, defend, save and hold harmless MLGW, MLGW's officers, agents and employees from

all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by the Seller, the Seller's subcontractors, suppliers, agents, or employees, or due to any negligent act or occurrence or any omission or commission of the Seller, the Seller's subcontractors, suppliers, agents or employees.

LICENSE; USE

If this purchase order relates to the purchase of machines or machinery, MLGW shall have the right to make or to purchase parts, accessories and supplies for such equipment whenever and wherever MLGW may desire to do so and to make any alterations which MLGW considers desirable, provided such alterations do not involve the Seller's patents other than those covering the equipment supplied. Purchase of such equipment from the Seller constitutes a license in favor of MLGW to employ the patents and processes involved in the use or operation of the goods.

OVER SHIPMENTS

Materials to be ordered for this bid must not be over the quantity ordered unless authorized by MLGW in writing. Any unauthorized over shipments will be returned at the Seller's expense and not at the expense of MLGW.

CANCELLATION FOR LACK OF FUNDING

This agreement may be canceled without any further obligation on the part of the MLGW in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The successful bidder shall be notified in writing of such non-appropriation at the earliest opportunity.

TERMINATION FOR DEFAULT

In the event that the Seller shall fail to maintain or keep in force any of the terms and conditions of this agreement, MLGW may give 30 days written notice of the Seller's failure and demand that the same be remedied within 10 days. Should the Seller fail to remedy the same within the remedy period, MLGW shall then have the right to terminate this agreement.

DEBARMENT

Debarment by an agency under FAR 9.406.2, GPO Instructions 110-11A, or PS Publication 41 will occur for:

A. Conviction of or civil judgment for fraud violation of antitrust laws, embezzlement, theft, forgery, bribery, false statements, or other offenses indicting a lack of business integrity;

B. Violation of a Government contract, such as a willful failure to perform under its terms or a history of failure to perform; or

C. Any other cause of a serious and compelling nature affecting responsibility. (See Code N – Debarment under FAR 9.406 2(b)(2) Drug Free Workplace Act of 1988.)

Contractors, who have been debarred, are excluded from receiving contracts, MLGW will not solicit offers from, and award contracts to renew or otherwise extend the duration of current contracts, or consent to subcontracts with these contractors, unless the MLGW President or a designee determines there is a compelling reason for such action. Government prime contractors, when required by the terms, shall not enter into any subcontract equal to or over $25,000 with a contractor debarred, suspended, or proposed for debarment, unless there is a compelling reason to do so. Debarments are for a specified term as determined by the debarring agency and as in the listing.

MLGW may debar a prime contractor, manufacturer, subcontractor, supplier, owner or principal (at the time of debarment), and those owners or principals of future companies, from participating in the bid process and from contract awards for a period of five (5) years from the date of the Notice of Debarment. Debarment is not meant to be punitive, but a procedure to ensure that the MLGW Procurement Policy, Contract Compliance and Supplier Diversity Program is conducted legally with responsible parties, maintaining the integrity of the MLGW procurement process.

Prime contractors, subcontractors, and suppliers found to have committed any of the following offenses shall be issued a Notice of Debarment:

A. Failure to submit, in writing, documented reasons to substitute or replace certified subcontractors or suppliers listed in the bid documents to the Supplier Diversity Department prior to the start of the work to be performed by the subcontractor or supplier.

B. Contractors awarded contracts based on the inclusion of MWBE/LSBs as subcontractors to satisfy supplier diversity participation goal and not utilizing the MWBE/LSBs to perform the work.

C. Submission of falsified documentation concerning Supplier Diversity during the bid process and contract period.

D. Submission of bids including the use of business enterprises as conduits, fronts, or participation in fronting activity.

E. Refusal to provide pricing to MWBE/LSB distributors and resellers.

F. Contractors, manufacturers, suppliers, distributors, and any other business enterprise with a conviction of or civil judgment for fraud, violation of antitrust laws, embezzlement, theft, forgery, bribery, false statements, or other offenses indicating a lack of business integrity.

G. Violation of the terms of a Government contract, such as a willful failure to perform in accordance with the Government contract's terms or a history of failure to perform.

H. Any other cause of a serious and compelling nature affecting responsibility.

SHELTERED MARKET

The Strategic Sourcing Coordinator (SSC) in consultation with the Purchasing and Contract Management Department supervisors will designate certain purchases and contracts as sheltered market opportunities, which will only be open for competition by and between Local Small Businesses (LSB(s)). Sheltered market opportunities shall exclude contracts pertaining to purchased power and gas, loans, grants, financial assistance, legal services, and banking contracts.

Purchases and Contracts under $100,000 – Under the sheltered market program, every acquisition of goods or services that has an anticipated dollar value under $100,000 is automatically reserved exclusively for the certified participants. The sheltered market procurement requirement will only apply when there is a reasonable expectation that offers will be obtained from three (3) or more LSBs that are competitive in terms of market prices, quality and

delivery. If only one acceptable offer is received from a responsible LSB, the sheltered market procurement will be withdrawn and the product or service, if still needed, will be solicited on an unrestricted basis.

Purchases or Contracts over $100,000 – The SSC and the Manager of Procurement and Contracts may agree to designate any purchase or contract over $100,000 for LSBs except those purchases or contracts for which a sheltered market would conflict with the law. The sheltered market designation shall be made only when there is a reasonable expectation that bids and proposals will be obtained from at least three (3) reasonable LSBs and that the award will be made at a fair market price. If only one acceptable offer is received from a responsible LSB, the sheltered market procurement will be withdrawn and the product or service, if still needed, will be solicited on an unrestricted basis.

Partial Sheltered Market Procurements: A sheltered market procurement of a single acquisition or a class of acquisitions may be total or partial. The SSC and the Manager of Procurement and Contracts may designate a portion of an acquisition as sheltered market procurement.

To be eligible to participate in sheltered market procurement opportunities, an LSB must perform at least a given percentage of the contract. This provision limits the amount of subcontracting a LSB may enter into with other firms when performing these types of contracts. The provisions are as follow:

Construction: For general and heavy construction contractors, at least 15% of the cost of the contract, not including the cost of materials, must be performed by the LSB prime contractor with the LSB prime contractor's own employees. For special trade construction, such as plumbing, electrical, or heating/air conditioning and ventilation work, this requirement is 25%.

Manufacturing: At least 50% of the cost of manufacturing, not including the cost of materials, must be performed by the LSB prime contractor.

Architectural/Engineering, Professional Services and Other Services: At least 50% of the contract cost for personnel must be performed by the LSB prime contractor's own employees

FALSIFIED

To make false or incorrect statements and/or to submit, especially so as to deceive, false or incorrect statements.

FRONT

A business which purports to be a minority-owned, women-owned or local small business enterprise (MWBE/LSB) but which is actually owned and/or controlled in a manner which is inconsistent with the requirements for the certification as defined in MLGW's policy.

FRONTING ACTIVITY

Any occurrence of collusion between a MWBE/LSB and a majority business enterprise for the purpose of exploiting that MWBE/LSB's minority, female, or local small business certification status to the primarily benefit a majority

firm without the performance of any commercially useful function by the MWBE/LSB.

FOREIGN ADVERSARIES

The Seller certifies it is not a "foreign adversary company" as defined in T.C.A. § 4-56-204, and that the final product(s)/service(s) offered do not include ICT manufactured or produced by a foreign adversary company. Seller shall promptly notify MLGW of any change in status. False certification subjects Seller to civil penalties, contract termination, and 60-month debarment, consistent with Public Chapter 768. Seller shall require all subcontractors and suppliers providing ICT or final products/services that include ICT to comply with T.C.A. §§ 4-56-203–204 and shall obtain equivalent certifications; failure to maintain compliance is grounds for termination. Where no reasonable alternative exists and non-procurement would pose a greater threat to MLGW operations than the ICT itself, MLGW may seek preapproval of an exception in accordance with T.C.A. § 4 56 204(e), supported by a documented risk assessment and necessity determination.

GOOD FAITH EFFORTS

The steps undertaken to obtain MWBE/LSB participation for subcontracting opportunities related to the bid or proposal submitted.

PROJECT PARTICIPATION GOAL

An alternative goal established for a particular project, contract, or purchase and calculated as authorized by MLGW's policy**.**

RELEVANT MARKET AREA

The area determined from a disparity study of a fixed geopolitical boundary identified from an availability analysis of minority and women-owned business enterprises ready, willing and able to provide construction, architectural and engineering, professional, other services and goods and supplies to MLGW.

PROPOSER

A person or business enterprise which responds to a contract opportunity with MLGW, solicited as a request for proposal or qualifications and that possesses the requisite expertise to perform the services sought.

UNRESTRICTED MARKET

The entire global marketplace comprises the Unrestricted Marketplace. Unrestricted Market opportunities may have supplier diversity participation goals.

BUSINESS ENTERPRISE

A corporation, partnership, sole proprietorship, joint venture, professional association or any other legal entity that is directly or indirectly involved in providing goods and services to MLGW with the anticipated outcome of earning a

profit and is properly licensed and/or otherwise authorized to do business in Tennessee.

LOCALLY OWNED SMALL BUSINESS (LSB)

A business enterprise with its headquarters and/or physical principal office located in Shelby County, Tennessee which had gross annual sales in the previous year less than the SIC category limits for the business SIC code found in 13 CFR, Part 121.601, and which is an independent and continuing enterprise for profit, performing a commercially useful function, which is at least 51% owned, operated, and independently controlled by a resident or residents of the Memphis Metropolitan Statistical Area and who is/are United States citizens.

MINOR IRREGULARITY

A variation from the solicitation that neither affects the price of the contract nor gives a respondent an advantage or benefit not enjoyed by other respondents, nor adversely impacts the interests of the contracting party. Failure to sign a bid document is not considered a minor irregularity.

MISCELLANEOUS

See additional conditions attached as Exhibit(s) which apply to this transaction.