



DIVISION OF FINANCE



To: Honorable Mayor Paul A. Young

From: Kristie Hardy, Purchasing Agent

EB

DOCUSIGN

Date: May 13, 2024

Subject: Contract # 41090 - ENFINITY SUPPLY, LLC

Please find attached the above referenced contract for the Mayor's signature. This document does not require City Council approval.

Purpose: Reference Req #30957 RFQ #205752.2 Procurement of PVC Pipes & Fittings. Term: 1 year from execution with 2 additional 1 year options to renew. Comp: Estimated \$362,307.26. New

Type: New

Type Amount: \$

Financial Commitment: This is a unit price contract. Encumbrances are based on work orders issued.

M/WBE Participation Goal: 0.00%

M/WBE Participation Commitment: 0.00%

SBE-Only Bid: N/A

Contracting Authority: By Home Rule Amendment 1852, Section 14, BE IT FURTHER ORDAINED, That the power to contract (other than by franchise agreements) shall remain with the Mayor.

After approval, please return all documents to the Purchasing Department for further processing.

Should you have any questions, please advise.

Attachment



PURCHASING
CONTRACT CHECK-OFF SHEET

(To be attached to each file)

Division: Public Works
 Requisition No. 30957
 Request for Quote No. 202752.2
 Purchase Order No. 41090
 Initials/Date K.R. 1/5/2024

Close: April 3, 2024
~~January 31, 2024~~
~~March 26-27, 2022~~
 Advertise: January 16-17, 2022
 Pre-Bid: NO
 SBE/MWBE: n/a

REVIEW OF REQUISITION/LEGAL NOTICE TO BIDDERS	YES	NO	N/A
Receive/Review Requisition/Legal Notice			
RFP - Reviewed Specifications			
RFP - Scoring Criteria Complete			
RFP Award Criteria Complete			
Check for proper signatures			
Check for Capital Acquisition			
Review specification documents			
Check for insurance requirements			
Check for bond requirements			
Assign reference number			
Prepare word document			
Send advertisement to Daily News			
Mail Legal Notices to Supplier (Date: _____)			
REVIEW OF BID & CONTRACT AGENDA FOR AWARD			
Local Preference Ordinance			
Copy of License & Establish Date -Shelby County 222-3059			
Copy of Paid Taxes (Shelby County & Memphis)			
Is Business in Required Zone			
Is Business Within Memphis City Limits			
On Site Visit Complete			
5% Calculation is attached			
Check award recommendation information			
Check for bid tab and justification			
Check contract amount and source of funds			
Check for proper accounting			
Set Not To Exceed Amount in ORACLE			
Check for proper signatures			
Capital Acquisition - Forwarded to Gall			
Have you received tax exempt ruling letter from IRS or Memphis Shelby County Business Tax Receipt/License			
Auto create purchase order			
Enter retainage			
Prepare/mail contract to Supplier			
Bid bonds to Suppliers			
Escrow Agreement: Original to AP, Copy to Accounting & Purchasing			
Copy of insurance to Clerk			
Capital Acquisition - Forwarded to Gall for price			

Name of Project: PVC Pipes & Fittings
 Contact Person: James Lequeux: james.lequeux@memphistn.gov
 Estimated Cost: \$300,000.00
 Classification: _____ Category: 96100

(Handwritten initials)

(Handwritten mark)

MEMORANDUM

- Reviewed by OBDC
- Approved by OBDC
- Exemption

From: Robert Knecht, Director of Public Works *[Signature]*

To: Paul A. Young, Mayor

Via: Antonio Adams, Chief Operation Officer

DATE: April 17, 2024

SUBJECT: Award Recommendation to Enfinity Supply for PVC Pipes and Fittings

Reason _____
 Digitally signed by Barbara R. Davidson
 1.4.1.1.2003.1.1.1

Brief/Memo

1. Statement of Opportunity

The City of Memphis Maintains over 3,000 miles of wastewater collection system. Maintaining an adequate supply of pipe and fittings is required to make point repairs and replacements to sewers that at periodically will fail.

2. Prior Engineering Action

Public Works has maintained contracts with vendors that can supply necessary inventory to conduct sewer repairs.

3. EBO Participation

The City's EBO goal setting committee assigned an MWE goal of 0% to this contract.

4. COO Action

The COO is requested to advise the Mayor to sign the attached award recommendation.

CITY OF MEMPHIS **INTEROFFICE MEMO** Goods, Supplies & Non-Professional Services*

To: Office of Business Diversity & Compliance
From: [Redacted] Division: Public Works
Project Name: [Redacted] PVC Pipes and Fittings Project Number: [Redacted]
Date: [Redacted]
Subject: **EBO Goals**

BID DATE:

<u>NAME</u>	<u>ESTIMATED AMOUNT</u>	<u>PERCENT</u>	<u>FIRMS M</u>	<u>FIRMS W</u>
Goods & Supplies	<u>[Redacted]</u>	0.00%		
Non-Professional Services	<u>[Redacted]</u>	0.00%		

TOTAL ESTIMATE [Redacted]

- no availability

RECOMMENDED TOTAL MBE GOAL OF: _____ %

RECOMMENDED TOTAL WBE GOAL OF: _____ %

OR

RECOMMENDED TOTAL COMBINED M/WBE GOAL OF: 0 %

APPROVED: [Signature]
Zanderia Davidson, Director OBDC or Designee

Date: 12/7/23

APPROVED: [Signature]
Kristie Hardy, Purchasing Agent or Designee

Date: 12/1/23

APPROVED: [Signature]
Michael Fletcher, Interim Chief Legal Officer/City Attorney or Designee

Date: 12/1/23

*Not for use when project includes construction

4/29/24, 3:10 PM



Suppliers

Quick Update

Company Profile

Organization

Tax Details

Address Book

Contact Directory

Business Classification

Products & Services

Banking Details

Surveys

Approval History

Terms and Control

Accounting

Tax and Reporting

Purchasing

Resolving

Payment Details

Relationship

Invoice Management

Suppliers > Update ENFINITY SUPPLY, LLC - 172322: Business Classification

Certification

Last Certified By

Tip Date format example: 29-Apr-2024

Classification

Minority Owned

Small Business

Service-Disabled Veteran Owned

Veteran Owned

Women Owned

Women-owned small business eligible under the W/OSB program

Applicable

Minority Type

African American

Certificate Number

UCA-82007957

UCA-82007957

Certifying Agency

Uniform Certification Agency (UCA)

Uniform Certification Agency (UCA)

Expiration Date

23-Aug-2024

23-Aug-2025

Status

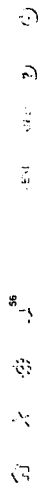
Approved

Approved

Cancel Save

Cancel Save

Business Classification



4/29/24, 3:10 PM

4/29/24, 3:11 PM

The City of Memphis > Minority and Women's Business Enterprise (MWBE) - Contract Compliance System

[Show directory information and instructions](#)

Search Parameters

[Edit Parameters](#) [Clear Parameters](#)

CERTIFICATIONS

Minority Business Enterprise (MBE)
Small Business Enterprise (SBE)
Women Business Enterprise (WBE)
ENFINITY SUPPLY LLC

BUSINESS NAME/DBA

Search Results

1 firm with 2 certifications found
Click the certification type for contact information and certification details


Vendor
Entity Supply, LLC

Location
Cordova, TN

Certification
[MBE](#)
[SBE](#)

4/29/24, 3:11 PM

SAM.gov | Search

 An official website of the United States government. [Here's how you know.](#)

Important Reqs and Certs Update [Show Details](#)
Mar 1, 2024

Entity Validation Processing [Show Details](#)
Apr 23, 2024



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X

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Entity Information

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions




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[Search Editor](#)

- Any Words 
- All Words 
- Exact Phrase 

e.g. 123456789, Smith Corp

"infinity supply" x

Entity

Location

Status

- Active
- Inactive

> > <

Reset 



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4/23/24, 2:00 PM

Review and sign document(s) | DocuSign

This document is complete.

CLOSE

1. Division: Public Works Date: 4/17/2024
 Division Contact Person: Mary Daniels Phone #: 636-7404
 Print Name: _____

2. Contractor: Enfinity Supply, LLC Address: 7851 Woodchase Dr
 City/State/ Zip Code: Memphis, TN 38106
 Contractor's Contact Name: Laurin Jackson Contractor's Email Address: ljackson@enfinitysupply.com

3. BID REJECTION:

For purchase/construction of _____

Explanation of rejection _____

Request to Re-advertise _____

4. CONTRACT AWARD RECOMMENDATION:

RFQ/RFP # 205752-2 Vendor # _____

Check Box: Low Best* Only Negotiated

Contract Amount: Estimated \$300,000

Purpose: PVC Pipes and Fittings

Special Instructions: _____

*Justification for rejection of low bids attached. (Attach a copy of bid tabulation)

5. CHANGE ORDER/AMENDMENT/ENCUMBRANCE/FINAL PAYMENT:

Contract# 41090

For: _____

Special Instructions: _____

6. Submit Invoices to: loring.milbelle@memphiscity.gov 2865 Frayser Blvd

Dept. Contact Person: dchocah.morris@memphiscity.gov scott.morland@memphiscity.gov

City/State/Zip Code: Memphis, TN 38127

<input type="checkbox"/>	Extension	Original Contract Amount	Final Payment Due: \$
<input type="checkbox"/>	Change Order	Previous C. O. Total	
<input type="checkbox"/>	Finally Close Contract	Prev. Amend./Encum. Totl	
<input type="checkbox"/>	Transfer to PO	C. O. #	Retainage: \$
<input type="checkbox"/>	Amendment	Attached	
<input type="checkbox"/>	Encumber	Encumbrance Amount	
<input type="checkbox"/>	Unencumber	Adjusted Contract Amount	\$0.00

COST & SOURCE OF FUNDS

Type	Line #	Fund	Serv. Ctr	Account #	Project #	Task #	Award #	Amount
(1) <u>Proc. Pipes & Fittings</u>		<u>0601</u>	<u>170907</u>	<u>052336</u>				\$0.00
(2)								
(3)								
(4)								
(5)								
(6)								

Appropriating Resolution Attached.

Other Attachments

ON BEHALF OF & APPROVED BY:

Zandera K. Davidson 4/23/2024
Director/GRRC Approval

PA 4-17-24
Service Center Approval

U.P.
Contract Analyst-Print

Documented by: Antonio Adams Division Director

Antonio Adams 5/17/2024

Chief Administrative Officer

cc [Signature]
Purchasing Supervisor/Purchasing Agent - Date

18 APR 2024

FUNDING/PURCHASING APPROVAL:

Funds are available.
 Funds to be appropriated/transferred.

6-2-2001 10-14
Form 1 (DOC) 01/02/1995 (1)

CMEM Bid Tabulation Report

Description: This report will be used by PO team and the division staff in the award process. They will use it to get a listing of all the quotes that are submitted for an RFQ.

Parameters

RFQ Number : 205752-2
Sort Type : S
Disqualified : N
Archived : N

CMEM Bid Tabulation Report

RFQ Number: 205752-2

Description: Pipes & PVC Fittings

**Category Desc: MISCELLANEOUS
PROFESSIONAL SERVICES**

Active Bids:

Supplier	Supplier Address	Supplier Contact	Quote Number	Line Description	Line Number	Quantity	Quoted Price	Extended Amount	Total Extended Amount
GODWIN PROCUREME NT AND CONSULTAN T LLC	MEMPHIS TN 38106	Natalie Benson	446406 9	Pipes & PVC Fittings	1	1	497,509.50	497,509.50	
Total									497,509.50
BRIGHTER DAYS & NITES, INC.	MEMPHIS TN 38114	DOROTHY SINCLAIR	446607 0	Pipes & PVC Fittings	1	1	571,898.14	571,898.14	
Total									571,898.14
ENFINITY SUPPLY, LLC	Memphis TN 38134	Laurita Jackson	446607 3	Pipes & PVC Fittings	1	1	362,307.26	362,307.26	
Total									362,307.26

CMEM Bid Tabulation Report

Description: This report will be used by PO team and the division staff in the award process. They will use it to get a listing of all the quotes that are submitted for an RFQ.

Parameters

RFQ Number : 212752-2
Sort Type : S
Disqualified : N
Archived : N

Round 1

Pinkney, Erin

From: Dodson, Robert
Sent: Thursday, February 15, 2024 4:38 PM
To: Pinkney, Erin
Subject: PVC Pipes and Fittings Req#30957

Good afternoon Erin,

After reviewing the bids for this requisition, I have decided to cancel it and put it back out for bid. There were only two vendors that bid this service and one of them was disqualified leaving a lack of competition in the bid.

Please advise of what steps need to be taken at your convenience.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm Clifton Eley 2965 N Germantown Road Suite 112 Bartlett TN 381334055		CONTACT NAME: Clifton Eley PHONE (A/C, No, Ext): 901-888-6000 E-MAIL ADDRESS: clifton.eley.foyb@statefarm.com FAX (A/C, No):													
INSURED ENFINITY SUPPLY LLC 1682 SHELBY OAKS DR N STE 1 MEMPHIS TN 381347427		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: State Farm Fire and Casualty Company</td> <td>NAIC # 25143</td> </tr> <tr> <td>INSURER B: State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: State Farm Fire and Casualty Company	NAIC # 25143	INSURER B: State Farm Mutual Automobile Insurance Company	25178	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: State Farm Mutual Automobile Insurance Company	25178														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	92-AA-H164-7	04/08/2024	04/08/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	533 4366-E17-42D	05/17/2024	11/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N/A		92-EF-M832-6	04/28/2024	04/28/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	92-NN-G653-7	11/09/2023	11/09/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CITY OF MEMPHIS ATTN: RISK MANAGEMENT 170 N MAIN ST 5TH FLOOR MEMPHIS TN 38103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE This form was system-generated on 05/07/2024
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS (Scheduled)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 92-AA-H164-7

Named Insured:
ENFINITY SUPPLY LLC

Name And Address Of Additional Insured Person Or Organization:
CITY OF MEMPHIS
ATTN: RISK MANAGEMENT
170 N Main St
Memphis TN 38103-1877


1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:
 - a. **Ongoing Operations**
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for that additional insured; or
 - b. **Products – Completed Operations**

"Your work" performed for that additional insured and included in the "products-completed operations hazard".
2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
3. Primary Insurance. The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.

5/13/2024

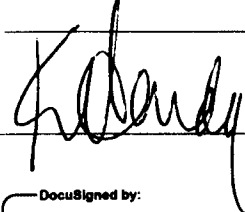
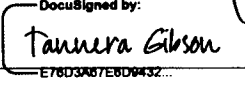

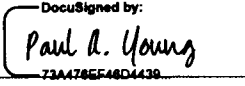
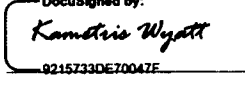
1

	<p>City of Memphis</p> <p>Division of Finance and Administration Office of The Purchasing Agent 125 North Main Street, Suite 354 Memphis, Tennessee 38103-2083</p>
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CONTRACT SIGNATURE ACCEPTANCE

Contract Number : 41090

Description/Details : Reference Req #30957 RFQ #205752.2 Procurement of PVC Pipes & Fittings.
 Term: 1 year from execution with 2 additional 1 year options to renew. Comp: Estimated \$362,307.26. New

ROLE	CONTACT	SIGNATURE	DATE
Supplier			
ENFINITY SUPPLY, LLC	Laurita Jackson	E-Signature	13-MAY-24
Purchasing Agent	Kristie Hardy		5/16/24
City Attorney	Tannera Gibson	DocuSigned by:  E76D3A67E8D9432...	5/17/2024
COO	Antonio Adams	DocuSigned by:  770E8E80E38B4D4...	5/17/2024
Mayor	Paul A. Young	DocuSigned by:  73A478EF48D4438	5/20/2024
Interim Comptroller		DocuSigned by:  0215733DE70047E	5/20/2024

NOTE: E-Signature refers to Electronic Signature

The information contained in this document is proprietary of City of Memphis, Tennessee. It shall not be used, reproduced, or disclosed to others without the express and written consent of City of Memphis, Tennessee.

City of Memphis,
Tennessee

Standard Purchase Order 41090, 0

City of Memphis, Tennessee
125 North Main Street
Memphis, TN 38103
United States

Type	Standard Purchase Order
Order	41090
Revision	0
Order Date	30-APR-2024
Created By	Pinkney, Erin
Revision Date	
Current Buyer	

Supplier: **ENFINITY SUPPLY, LLC**
1682 Shelby Oaks
SUITE
1
Memphis, TN 38134
United States

Ship To: **175701-PW Environmental_Envir. Maintenance**
2245 Truitt
Memphis, TN 38114
United States

Bill To: **171111-PW Administration**
125 N. Main Ste. 608
Memphis, TN 38103
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	172322	Net 30	Prepaid & Allowed	Delivered Price		Best Way
Confirm To/Telephone				Requester/Deliver To		
Jackson, Laurita 901563-8008						

Notes: All prices and amounts on this order are expressed in USD

Line	Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Extended Price (USD)
1	Reference Req #30957 RFQ #205752.2 Procurement of PVC Pipes & Fittings. Term: 1 year from execution with 2 additional 1 year options to renew. Comp: Estimated \$362,307.26. New					N	0.00
<p>Negotiation Line Note To Supplier</p> <p>In Oracle, enter the amount as requested in the attached Bid Section. Fill out, in its entirety, the attached Specifications/Bid Section and return for evaluation and award purposes. Any bid submitted without this attachment may be deemed non-conforming.</p> <p>Proposer may submit questions based on its review of this RFQ, by adhering to the format template provided as part of the RFQ and submitted as an attached WORD document (no pdf documents) and sending it via submission in</p>							

City of Memphis, Tennessee

Standard Purchase Order 41090, 0

Line	Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Extended Price (USD)
<p>Oracle as part of your Bid/Quote no later than 5:00 pm on the (March 21, 2024) listed in the RFQ. Questions received after this time and date will not be answered. Answers to questions will be posted in Oracle on or before (March 26 2024) no later than 5:00PM.</p> <p>Ship To: Use the ship-to address at the top of page 1</p>							
							<p>Total: 0.00 (USD)</p>

City of Memphis, Tennessee

Standard Purchase Order 41090, 0

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....IV
CONTRACT FOR GOODS AND OR SERVICESIV
STANDARD CONTRACT CLAUSESIV

City of Memphis, Tennessee

Standard Purchase Order 41090, 0

Terms and Conditions

CONTRACT FOR GOODS AND OR SERVICES

STANDARD CONTRACT CLAUSES

CITY OF MEMPHIS STANDARD CONTRACT FOR GOODS AND / OR SERVICES

PARTIES TO THE AGREEMENT. This Agreement is made and entered as of the date of execution by and between Enfinity Supply, ("Contractor") and the City of Memphis, a municipal corporation of the State of Tennessee, ("City").

WITNESSETH

WHEREAS, the City, by and through its Division of Public Works has the need for PVC Pipes and Fittings; and

WHEREAS, Contractor has the knowledge and expertise to provide such goods/services; and

WHEREAS, the parties desire to enter into an agreement setting forth the terms and conditions under which Contractor shall provide said goods/services;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the parties hereby agree as follows:

PAYMENT TERMS AND CONDITIONS

DESCRIPTION OF GOODS / SCOPE OF SERVICES. The goods / services to be provided in connection with this Agreement will include, but not be limited to, those items listed, if applicable, in the Request for Quote (RFQ)/Request for Proposal (RFP) and Contractor's response thereto, which are incorporated herein by reference and, if applicable, Exhibit 205752.2, attached hereto and incorporated herein as if stated verbatim. Said goods / services shall be provided in accordance with the applicable terms and conditions set forth, if applicable, in the City solicitation, and it is understood and agreed among the parties that in the event of a variance between the terms and conditions of this Agreement and any amendment hereto and the terms and conditions contained, if applicable either in the solicitation document or the response thereto, the order of precedence shall be as follows: (1) This Agreement; (2) Contractor's response, if applicable; (3) City's solicitation, if applicable.

TERM. This Agreement shall not be binding upon the parties until it has been signed first by Contractor and then by the authorized representatives of the City in accordance with applicable ordinances, laws and regulations.

The Initial Term of this Agreement shall commence beginning From execution and shall end on the earlier of 1 yr from execution or until all goods/services herein have been provided to the City ("Initial Term"), subject to the availability and appropriation of funds to finance the same and the successful operation of the program.

The City shall have the option to extend the Initial Term for 2 additional 1-Year period(s) (the "Option Periods"), subject to the appropriation of funds by the Memphis City Council and mutual agreement of the

City of Memphis, Tennessee

Standard Purchase Order 41090, 0

parties, evidenced in writing. The Initial Term and the exercised Option Periods are collectively referred to hereinafter as the "Term."

Eligible costs authorized by the City and incurred after the Initial Term begins, but prior to the execution of this Agreement, shall be paid under this Agreement.

INVOICES. Contractor shall submit original invoices, or copies of original invoices certified as such by Contractor, on Contractor's letterhead and in form and substance acceptable by the City and with all necessary supporting documentation, to the City. Contractor shall invoice in duplicate, if requested. The invoice shall describe the goods (the items sold) or services provided, list the price per unit, reflect any applicable terms of payment, and show the contract number to which it relates. Unless the contract number is shown on the invoice, it may be returned to Contractor. Invoices shall be submitted to: Public Works, 2865 Frayser Blvd.; Memphis, Tennessee 38127; Attn: Loring Mitchell or Deborah Rivers.

COMPENSATION. Unless City has good faith and reasonable objections to Contractor's invoice(s), the City shall compensate Contractor, based on invoices submitted by Contractor in accordance with the terms of this Agreement, the Estimated to be sum total of \$362,307.26 (the "Fee") during the Initial Term of the Agreement, which shall include all reimbursable expenses/cost. The City shall use its best efforts to remit payment based on Contractor's invoice within thirty (30) days after receipt of accurate invoice and approval by the City. The City is not obligated to pay, and may withhold from payment, any amounts the City has in dispute with Contractor based on Contractor's non-performance/delivery, unsatisfactory performance/delivery or negligent performance/delivery of any services or goods hereunder.

City reserves the right to review all Charges billed and incurred on a monthly basis.

COMPENSATION FOR CORRECTIONS. No compensation shall be due or payable to Contractor pursuant to this Agreement for any of the goods delivered or services performed by Contractor to correct goods delivered or services performed, when such corrections are required as a direct result of negligence by Contractor to properly fulfill any of its obligations herein.

TRAVEL EXPENSES. Where travel expenses are otherwise allowed and payable herein, such travel expenses shall be in accordance with the City's Travel Policy and Procedures, as may be amended from time to time. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the City.

TAX PAYMENTS. The City of Memphis is exempt from federal excise, state and local taxes on all purchases and upon request will issue tax exemption certificates to Contractor. Contractor shall be solely responsible and liable for any taxes and business license fees assessed or imposed by any government having jurisdiction over the services and/or goods to be provided herein.

PAYMENT DOES NOT IMPLY ACCEPTANCE OF GOOD/SERVICE. The payment of an invoice shall not prejudice the City's right to object to or question any invoice or matter in relation thereto. Such payment by the City shall neither be construed as acceptance of the good/service nor as final approval of any of the costs invoiced therein, and the City's payment shall not relieve Contractor from its obligation to replace or correct any good/service that do not conform to this Agreement, even if the unsatisfactory character of such good/service may have been apparent or detected at the time such payment was made. Good/service, data or components that do not conform to the requirements of this Agreement shall be rejected by the City and replaced by Contractor, without delay or additional cost to the City.

If Contractor receives payment from the City for good/service or reimbursement(s) that is later disallowed or rejected by the City (or another governmental entity on the basis of audit or monitoring), Contractor shall promptly refund the disallowed amount to the City upon the City's request. At its option, the City may offset the amount disallowed from any payment due to Contractor under this Agreement or any other