NOTICE OF INTENT TO AWARD

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

October 17, 2017

Henry Retamal, President
Toter, LLC
841 Meacham Road
Statesville, NC 28677
kclark@toter.com

Reference: Request for Proposal No. 171717
Refuse and Recycling Container Solutions and Related Products, Equipment and Services

Dear Mr. Retamal:

It is the City's intent to accept your proposal for the above referenced solicitation.

It shall be your responsibility to forward to this department, **within ten (10) days of the date of this letter**, the items noted on the attached document.

This Notice of Intent to Award is not a contract and does not establish any contractual relationship. The provision of those items indicated on the attached check sheet is one condition precedent to contract execution. The contract is not deemed to be executed until it is signed by the City's Director of Procurement and approved as to form by the City Attorney.

Should you have any questions regarding this letter, please me at (520) 837-4123.

Sincerely,

Jeffrey Whiting
Senior Contract Officer

JW/lr

Cc: File

Attachments

CITY OF TUCSON
INSURANCE REQUIREMENTS

In conjunction with any work or services performed for the City of Tucson, the Contractor must furnish evidence of insurance in limits and coverage as follows:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*[1]	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000

*[1] Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

A. **ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

B. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

C. **ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

D. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

E. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

F. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

SPECIAL CONDITIONS:

1. ***The Comprehensive General Liability and Automotive Insurance will include the City of Tucson as an additional insured with respect to liability arising out of the performance of this Contract.***

2. Policies will not be cancelled or reduced in coverage without ten (10) days written notice to the City of Tucson, Procurement Department/Contract Services Division, P.O. Box 27210, Tucson, AZ 85726-7210.

3. Deductibles will be stated on the certificate of insurance and are subject to the review and approval of the City.

THE CITY RESERVES THE RIGHT TO CHANGE OR MODIFY LIMITS OF LIABILITY OR COVERAGES FOR CONTRACTS ON AN UNUSUAL SIZE OR RISK.

ATTACHMENT 3

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

Toter, LLC
Company Name

841 Meacham Road
Address

Statesville NC 28677
City State Zip

[signature]
Signature of Person Authorized to Sign

Henry Retamal
Printed Name

President
Title

For clarification of this offer, contact:

Name: Kellie Clark

Title: Sr. Manager, Bids/Contracts

Phone: 800-424-0422, Ext 257

Fax: 704-878-0734

E-mail: kclark@toter.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 171717-01.

Approved as to form this 31st day of Oct, 2017.

[signature]
As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation
Awarded this 30th day of October, 2017.

Nathan Daon
for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

November 15, 2017 ***Sent via electronic mail, this day***

Henry Retamal, President
Toter, LLC
841 Meacham Road
Statesville, NC 28677
kclark@toter.com

Re: Contract No.: **171717-01**
Contract Title: **Refuse and Recycling Container Solutions and Related Products, Equipment and Services**

Dear Mr. Retamal:

The City of Tucson has awarded your firm the contract for furnishing the City's requirements for **Refuse and Recycling Container Solutions and Related Products, Equipment and Services** during the time period of February 1, 2018 through January 31, 2019.

Please find attached your pdf copy of the contract, purchase order and the Designation of Contract Representative Memorandum outlining the duties and responsibilities of the representative as they relate to this contract. If you have any questions concerning this award, please contact me at (520) 837-4123.

The City wishes to thank you for your interest and proposal.

Sincerely,

Jeffrey Whiting
Senior Contract Officer

JW/lr

Attachments

Cc: File 171717

ATTACHMENT 3

Purchase Order

PO Printed Date:
10/31/2017

City of Tucson
Procurement Department
255 W Alameda
P.O. Box 27210
Tucson, 85726
USA

VENDOR

Vendor Number: 0763040

TOTER INC
KELLIE CLARK
841 MEACHAM RD
PO BOX 5338
STATESVILLE, NC 28687
Email: ckitts@toter.com
Phone: (704)872-8171
Website: www.toter.com
Id: 16856

PO Date: 10/31/2017
Buyer: Jeffrey Whiting
Phone #: (520)837-4123
FOB:
Terms: Net 30

Purchase Order Number
40582 : 0

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.

SHIP TO

ENVIR - Environmental Services
PARK - Environmental Services-Park
Environmental Services
4004 S Park, Bldg 1
Tucson, AZ 85714

INVOICE

ENVIR - Environmental Services
Finance/Accounts Payable
PO Box 27450
Tucson, AZ 85726-7450
USA

Department	Bid Number	Requisition Number	Delivery Date
ENVIR - Environmental Services		1744745	0 Days ARO

Item	Class Item	Bid Item #	Req Line Item #	Quantity	Unit	Unit Price	Total
1	TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT FOR THE PURCHASE OF NATIONAL APC CONTAINERS BEGINING FEBRUARY 1, 2018 AND ENDING JANUARY 31, 2019 pCard Manadatory		1744745- 1	0.0	EA - Each	$0.00	$0.00
						Subtotal	$0.00

ATTACHMENT 3

Tax	$0.00
Freight	$0.00
Discount	$0.00
Total	$0.00

DIRECTOR OF PURCHASER/BUYER		
FINANCE APPROVED	DATE	ENCUMBERED

ATTACHMENT 3

CITY OF TUCSON FOUNDED 1775

MEMORANDUM

DATE: June 26, 2017

TO: Lisa Rotello
Environmental Services

FROM: Jeffrey Whiting
Department of Procurement

SUBJECT: DESIGNATION OF CONTRACT REPRESENTATIVE

You have been designated the City's Contract Representative for City of Tucson **CONTRACT NO. 171717 – Refuse & Recycling Container Solutions and Related Products, Equipment & Services**. As Contract Representative, you will interact directly with the Contractor to ensure compliance with the contract terms and provisions.

In order to fulfill your duties and responsibilities on behalf of the City, you must:

1. Be thoroughly familiar with the terms and provisions of the contract;
2. If applicable, after award of the contract issue a written notice to proceed ("NTP") to the Contractor with a copy of the NTP to Procurement for inclusion in the official contract file;
3. Advise the contractor in writing, **with copy to Procurement,** of any violation of the contract terms and provisions, and in the event significant violations occur, contact the City Department of Procurement for direction;
4. Review any proposed or suggested changes (i.e. amendments) to the contract, and furnish your recommendations for Procurement's authorization prior to proceeding;
5. Promptly accept delivered goods or services, which are satisfactory, and reject those, which are not;
6. Review Contractor invoices thoroughly. Where inaccuracies are found, ensure correction by the Contractor before approval is provided for payment. Invoices must be submitted in accordance with the contract terms;
7. Ensure that a copy of any final reports generated by the Contractor, if required under the contract, are forwarded to Procurement for inclusion in the contract file.

You **are not** authorized to take the following actions:

1. Amend the contract or enter into supplemental verbal or written agreements;
2. Grant time extensions or otherwise modify the terms and provisions of the contract;
3. Commit the City of Tucson in any manner except as allowed under the contract.

Compliance with these policies will, among other things, provide a clear audit trail of City contracts and, most importantly, help prevent potential legal entanglements. Additionally, in accordance with Chapter XV of the Tucson City Charter, any officer or employee of the city, who intentionally or knowingly contracts for or purchases any material services or construction in a manner contrary to the requirements of the Charter or the Tucson Procurement Code may be deemed guilty of a misdemeanor and may be removed from office or terminated from employment.

Please indicate your understanding of and concurrence with the provisions of this document, applicable language in the Charter and the Tucson Procurement Code by signing below and returning the original to Procurement. Completion of this form is required prior to authorizing any work under the contract. Your responsibilities cannot be delegated without proper written notification to the City's Department of Procurement.

This department looks forward to providing any needed assistance throughout the term of the contract. Please do not hesitate to contact us should you have any questions.

Lisa Rotello — [signature] — 6/27/17

Printed Name — Signature — Date

Purchase Order

PO Printed Date:
10/31/2017

City of Tucson
Procurement Department
255 W Alameda
P.O. Box 27210
Tucson, 85726
USA

VENDOR	
	Vendor Number: 0763040
	TOTER INC **KELLIE CLARK** **841 MEACHAM RD** **PO BOX 5338** **STATESVILLE, NC 28687** **Email: ckitts@toter.com** **Phone: (704)872-8171** **Website: www.toter.com** **Id: 16856**

PO Date: 10/31/2017 Buyer: Jeffrey Whiting Phone #: (520)837-4123 FOB: Terms: Net 30	**Purchase Order Number** **40582 : 0** **ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.**

SHIP TO	
	ENVIR - Environmental Services **PARK - Environmental Services-Park** **Environmental Services** **4004 S Park, Bldg 1** **Tucson, AZ 85714**

INVOICE	
	ENVIR - Environmental Services **Finance/Accounts Payable** **PO Box 27450** **Tucson, AZ 85726-7450** **USA**

Department	**Bid Number**	**Requisition Number**	**Delivery Date**
ENVIR - Environmental Services		1744745	0 Days ARO

Item	**Class Item**	**Bid Item #**	**Req Line Item #**	**Quantity**	**Unit**	**Unit Price**	**Total**
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Tax	$0.00
Freight	$0.00
Discount	$0.00
Total	$0.00

DIRECTOR OF PURCHASER/BUYER		
FINANCE APPROVED	DATE	ENCUMBERED