



CITY OF
TUCSON

DEPARTMENT OF
PROCUREMENT

NOTICE OF INTENT TO AWARD

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,

A handwritten signature in blue ink, appearing to read "Jeffrey Whiting".

Jeffrey Whiting
Senior Contract Officer

JW/lr

Cc: File

Attachments

ADMINISTRATION • DESIGN AND CONSTRUCTION SERVICES • GOODS AND SERVICES
MAIL SERVICES • S.A.M.M. (SURPLUS AUCTION MATERIALS MANAGEMENT)
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonprocurement.com

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.


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.

For clarification of this offer, contact:


Toter, LLC
Company Name
841 Meacham Road
Address
Statesville NC 28677
City State Zip

Signature of Person Authorized to Sign
Henry Retamal
Printed Name
President
Title

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.


As Tucson City Attorney and not personally

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


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,

A handwritten signature in blue ink, appearing to read "Jeffrey Whiting".

Jeffrey Whiting
Senior Contract Officer

JW/lr

Attachments

Cc: File 171717

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