

November 15, 2017

Sent via electronic mail, this day

Henry Retamal, President Toter, LLC 841 Meacham Road Statesville, NC 28677

Contract No.:

Contract Title:

kclark@toter.com

Re:

DEPARTMENT OF PROCUREMENT

TUCSON

CITY OF

171717-01 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

PO Printed Date:

10/31/2017

T	U CSON	City of Tucson Procurement Department 255 W Alameda P.O. Box 27210 Tucson, 85726 USA		
E N TO D KE O 84 ⁴ R PO ST/ Em Ph We	Vendor Num DTER INC LLIE CLARK 1 MEACHAM I D BOX 5338 ATESVILLE, N nail: ckitts@tr one: (704)872 ebsite: www.t 16856	RD C 28687 oter.com 8171	PO Date: 10/31/2017 Buyer: Jeffrey Whiting Phone #: (520)837-4123 FOB: Terms: Net 30	

Purchase Order

S	
H	ENVIR - Environmental Services
1	PARK - Environmental Services-Park
P	Environmental Services
	4004 S Park, Bldg 1
т	Tucson, AZ 85714
0	

I	
Ν	ENVIR - Environmental Services Finance/Accounts Payable
۷	Finance/Accounts Payable
0	PO Box 27450

- 0 Tucson, AZ 85726-7450 I.
- C E USA

Department		Bid Nu	Bid Number		Requisition Number		Delivery Date	
	ENVIR - Environmental Services			17	744745	0 D	ays ARO	
ltem	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	
				- -	S	ubtotal	\$0.00	

Тах	\$0.00
Freight	\$0.00
Discount	\$0.00
Total	\$0.00

-	DIRECTOR OF PURCHASER/BUYER		
	FINANCE APPROVED	DATE	ENCUMBERED
Ē			



MEMORANDUM

TO: Lisa Rotello Environmental Services

DATE: June 26, 2017

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 terms; 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 Printed Name Signature