



City of Peoria, Arizona Request for Quotation



Invitation for Bid No: **RFQ 06-08** Bid Due Date: **December 1, 2005**
 Materials and/or Services: **Hazardous Medical Waste Removal and Disposal** Time: **5:00 P.M. MST**
 Contact: **Lisa Houg, CPPB**
 Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **8401 W. Monroe Street, Peoria, AZ 85345**

This is NOT a Purchase Order

The terms and conditions in this solicitation should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and RFQ number on the outside of the return envelope.

Delivery Location: **8401 W. Monroe Street, Peoria, AZ 85345** Buyer: **Lisa Houg, CPPB**

Vendor Quotation

Delivery shall be made 3 Calendar days after receipt of order. Payment Terms NET 30

Company Name	Address	City	State	Zip Code	Telephone
Milum Textile Services dba MTS Medical Waste MANAGEMENT	333 N. 7th Ave Phoenix, AZ 85007	PHX	AZ	85007	602-253-5173

Edward Petruillo **EDWARD PETRUILLO** General Manager 12-1-05
 Signature Typed Name Title Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by:
Mary Jo Kief
 Mary Jo Kief, City Clerk

A CON 51905
 Contract Number



Official File

City of Peoria, Arizona. Eff. Date: 12-30-05

Stephen J. Burg
 Approved as to Form: Stephen M. Kemp, City Attorney

Awarded on 12-29-05
Herman Koebergen
 Herman Koebergen, Materials Manager

Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed below.

This is to certify that (Name and address of Insured)

Milum Textile Services
333 N 7th Ave
Phoenix, AZ 85007



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type		Eff./Exp. Date(s)	Policy Number(s)	Limits of Liability		
<input type="checkbox"/>	Continuous*			Coverage afforded under WC law of the following states:	Employers Liability	
<input type="checkbox"/>	Extended	08/26/2006 / 08/26/2007	TB2-161-065074-026			Bodily Injury By Accident Each Accident
<input checked="" type="checkbox"/>	Policy Term			Bodily Injury By Disease Policy Limit		
Workers Compensation				Bodily Injury By Disease Each Person		
General Liability		08/26/2006 / 08/26/2007	TB2-161-065074-026		General Aggregate-Other than Prod/Completed Operations \$5,000,000	
<input type="checkbox"/>	Claims Made				Products/Completed Operations Aggregate \$5,000,000	
<input checked="" type="checkbox"/>	Occurrence				Bodily Injury and Property Damage Liability \$5,000,000	Per Occurrence
Retro Date					Personal and Advertising Injury	Per Person / Organization
					Other Liability \$100,000 Fire Damage	Other Liability \$5,000 Medical Payments
Automobile Liability		08/26/2006 / 08/26/2007	AS2-161-065074-016		Each Accident - Single Limit - B. I. and P. D. Combined \$1,000,000	
<input checked="" type="checkbox"/>	Owned				Each Person	
<input checked="" type="checkbox"/>	Non-Owned				Each Accident or Occurrence	
<input checked="" type="checkbox"/>	Hired				Each Accident or Occurrence	
		08/26/2006 / 08/26/2007	YU2-K6L-065074-046			

C O M M E N T S THIS INSURED'S WORKERS COMPENSATION POLICY IS NOT WITH LIBERTY MUTUAL. -- RE: RFQ 06-08, Hazardous Medical Waste Removal and Disposal, Contract Extension One.

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. However, you will not be notified annually of the continuation of coverage.

Special Notice - Ohio: Any person who, with intent to defraud or knowing that he / she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Important information to Florida policyholders and certificate holders: in the event you have any questions or need information about this certificate for any reason, please contact your local sales producer, whose name and telephone number appears in the lower left corner of this certificate. The appropriate local sales office mailing address may also be obtained by calling this number.

Notice of cancellation: (not applicable unless a number of days is entered below). Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to:

Office : PLEASANTON, CA-1 Phone: 925-734-9200

Certificate Holder:
City of Peoria
333 N 7th Avenue
Phoenix, AZ 85007

Lasondra Baker
LASONDRA BAKER
Authorized Representative



REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

Materials Management Procurement

8401 West Monroe Street, Room 150
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Submission:** Quotations shall be signed and received by the due date and time, as designated on the Quotation.
2. **Opening:** A formal public opening will not be held for this quotation. However, all information may be publicly reviewed after award.
3. **Standard Provisions:** The City of Peoria's Instructions to Bidders (COP Form 201) and Standard Terms and Conditions (COP Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the City of Peoria, Materials Management Division.
4. **Taxes:** The City of Peoria is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.
5. **Bid Rejection:** The City of Peoria reserves the right to reject any, or all, bids, combinations of items, or lot and to waive defects or informalities.
6. **Brand Names:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Request for Quotation.
7. **Erasures:** Erasures, interlineations or other modifications shall be initialed by the individual signing the Request for Quotation.
8. **Unit Price:** In case of error in the extension of prices, the unit shall govern. No Quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
9. **New:** All items shall be new, unless otherwise stated in the specifications.
10. **Payment:** The City of Peoria will make every effort to process for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) days shall not be considered.
11. **Payment Discounts:** Payment discount periods will be computed from date of receipt of materials or services or correct invoice, whichever is later, to the date payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the City of Peoria shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.



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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.



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6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses



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(including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.



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19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.



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30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q06-08

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Hazardous Medical Waste Removal and Disposal.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Fixed Price Term Indefinite Quantity
7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. On any contract in excess of six months, an annual report shall be provided to the City of Peoria, Materials Management Division on their activities to comply with this section.
10. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
11. **Delivery:** Delivery shall be made within seven (7) days of receipt of a purchase order.
12. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or



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Solicitation Number: **Q06-08**

services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.

13. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
14. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
15. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
16. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q06-08

Materials Management
Procurement
8401 West Monroe Street, Room 150
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

17. **Required Insurance Coverage:**

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Contract the Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

18. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as



SPECIAL TERMS AND CONDITIONS

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evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

19. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.
20. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation For Bid.
21. **Independent Contractor:**
 - a. **General**
 - i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
 - ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.
 - b. **Liability**
 - i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
 - ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q06-08

Materials Management
Procurement
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c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

22. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of an devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
23. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.
- No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.
24. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
25. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
26. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
27. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and



SPECIAL TERMS AND CONDITIONS

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Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

28. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.



SPECIFICATIONS

Materials Management Procurement

Solicitation Number: Q06-08

8401 West Monroe Street, Room 150
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Phone: (623) 773-7115
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I. **Introduction:** The City of Peoria, Arizona, is soliciting request for quotations for hazardous medical waste removal and disposal services.

II. **Removal and Disposal Services Requirements:**

- A. The Contractor shall be DOT and OSHA certified to handle, remove and dispose of Hazardous Medical Waste in the State of Arizona. Copies of certifications must be included with the Request for Quotation.
- B. The Contractor shall transport Hazardous Medical Waste to a certified Medical Waste treatment/disposal site.
- C. The Contractor shall provide evidence of delivery of such Waste material to an appropriate treatment/disposal site to the City of Peoria on a monthly basis.
- D. The Contractor shall provide, on the price sheet, pickup fees, per-trip fees and any other charges for services rendered.
- E. The Contractor shall provide at least one (or as requested) minimum 20-gallon medical storage container and red medical bags at each Location.
- F. The Contractor shall provide removal service at the following locations:

Building	Location/Address	# of containers	Pick-up
City Hall Council Chambers	8401 W. Monroe Street	2	Every 6 Months or as needed
City Hall Annex	8314 W. Cinnabar Avenue	1	Every 6 Months or as needed
City Court	10100 N. 83 rd Avenue	1	Every 6 Months or as needed
Community Center	8335 W. Jefferson	1	Every 6 Months or as needed
MOC Fleet Solid Waste Warehouse	8850 N. 79 th Avenue	4	Every 6 Months or as needed
Greenway Water Treatment Plant	7300 W. Greenway Road	1	Every 6 Months or as needed
Information Technology	8343 W. Monroe Street	1	Every 6 Months or as needed
Library	8463 W. Monroe Street	1	Every 6 Months or as needed
Sports Complex	16101 N. 83 rd Avenue	1	Every 6 Months or as needed
Sunrise Family Center	21200 N. 83 rd Avenue	1	Every 6 Months or as needed
PSAB – Police Dept.	8351 W. Cinnabar	3	Monthly or as needed
Fire Station #1	8065 W. Peoria Avenue	1	Monthly or as needed
Fire Station #2	18500 N. 89 th Avenue	1	Monthly or as needed
Fire Station #3	8330 W. Emile Zola	1	Monthly or as needed
Fire Station #4	9800 W. Olive Avenue	1	Monthly or as needed



SPECIFICATIONS

Materials Management Procurement

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Fire Station #5 Pinnacle Peak Public Safety Building	23100 N. Lake Pleasant Rd.	2	1 Fire, Monthly or as needed 1 Police, Monthly or as needed
Fire Station #6	28251 N. El Mirage Rd.	1	Monthly, or as needed

- G. Removal service shall be provided at each Location, as listed, or more frequently if needed.
- H. The Contractor shall provide service for any future locations under this contract for the same price.



PRICE SHEET

**Materials Management
Procurement**

8401 West Monroe Street, Room 150
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Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **Q06-08**

Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
1.	Hazardous Medical Waste Pickup/Removal Fee, price per month; or as needed, Fire Stations & Police Department	10	Ea.	\$ <u>21.95</u>	\$ <u>219.50</u>
2.	Hazardous Medical Waste Pickup/Removal Fee, price per pick-up every six months; or as needed, Various City Locations	14	Ea.	\$ <u>21.95</u>	\$ <u>307.30</u>
3.	Hazardous Medical Bags } <i>F135 MAXXIM 40-45 gal capacity 1.2 mil; meets ASTM D 1922 + ASTM D 1709</i>	<i>20 Cases 100</i>	<i>each Case 100 BAGS</i>	\$ <u>29.23</u>	\$ <u>584.60</u>
	Subtotal:				\$ <u>1111.40</u>
	Tax Rate <u>8.1</u> % Taxes:				\$ <u>47.35</u>
	Total:				\$ <u>1158.75</u>
	List any other applicable charges for services rendered:				



QUESTIONNAIRE

Materials Management
Procurement

Solicitation Number: Q06-08

8401 West Monroe Street, Room 150
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Fax: (623) 773-7118

Please list a minimum of three (3) references whom the Materials Management Division may contact:

1. Company: Concentra Medical Centers (9 locations)
Contact: TARA Joiner
Address: 1415 N. 1st St
Phoenix, AZ
Phone: 602-256-5940
2. Company: Cornestone Hospital
Contact: TOM SLUSSER
Address: 7220 E. Rosewood
Tucson, AZ
Phone: 520-546-4595
3. Company: Good Samaritan Phoenix Surgicenter
Contact: Sharon shafer
Address: 1040 E. McDowell Rd.
Phoenix, AZ
Phone: 602-258-1521



QUESTIONNAIRE

Materials Management Procurement

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Fax: (623) 773-7118

Solicitation Number: Q06-08

Bidders are to indicate below any exceptions they have taken to the Specifications:

N/A



QUESTIONNAIRE

Materials Management Procurement

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Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: Q06-08

Attach a copy of your Business License to your bid submittal.

EXPIRATION DATE 12/31/05

MILUM TEXTILE SERVICES
PO BOX 1231
PHOENIX AZ 85001-1231

333 N 7TH AVE

LOCATION:

THE PERSON OR FIRM LISTED IS HEREBY LICENSED TO CONDUCT BUSINESS AT THE FOLLOWING

MUST BE DISPLAYED
IN A CONSPICUOUS PLACE

* P R I V I L E G E L I C E N S E *

NON-TRANSFERABLE
08

THIS LICENSE IS VALID ONLY FOR
THE HEREIN NAMED BUSINESS.

ISSUED BY
Tax Administrator
JEFFREY S. DEWITT

THE ISSUANCE OF THIS LICENSE SHALL IN NO WAY BE CONSTRUED AS PERMISSION
TO OPERATE IN VIOLATION OF ANY OTHER LAW OR REGULATION.

49-43 Rev. 9/04
39950411654



City of Phoenix
FINANCE DEPARTMENT
TAX DIVISION

LICENSE NO.
USE THIS NUMBER ON ALL
CORRESPONDENCE

68051261



QUESTIONNAIRE

Materials Management Procurement

8401 West Monroe Street, Room 150
Peoria, Arizona 85345-6560
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Solicitation Number: **Q06-08**

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

Yes _____, No _____.

If yes, please provide details and documentation of the certification.

**PERMITS
&
REGISTRATIONS**



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Governor Jane Dee Hull

Jacqueline E. Schafer, Director

January 31, 2001
REF: PRU01-022

Edward Petruzzo, Director of Medical Waste
Milum Textile Service
333 N. 7th Avenue
Phoenix, Arizona 85018

Re: Biohazardous Medical Waste Transporter Registration Number TR070113.01

Dear Mr. Petruzzo:

On January 31, 2001, the Arizona Department of Environmental Quality (ADEQ) Solid Waste Section Plan Review Unit (PRU) received your Application for an Arizona Biohazardous Medical Waste Transporter Registration. The PRU has reviewed your submittal and based on the information in the application, has granted you registration pursuant to Arizona Administrative Code (AAC) R18-13-1409. The signed certificate of registration is enclosed.

This registration is valid for the State of Arizona; however, county agencies and Indian nations may have additional regulations governing the transport of biohazardous medical waste. The PRU suggests that you contact the health departments for the counties in which you will be operating or transporting biohazardous medical waste.

This certificate is valid for 5 years from the issuance date. Please notify ADEQ within 14 days after any changes to the information in your application occurs. Changes in any of the application items marked with an asterisk (*) may require re-registration.

ADEQ may conduct inspections of your transportation vehicles for determining compliance with the recordkeeping and operational requirements pursuant to AAC R18-13-1409. ADEQ will notify you prior to such an inspection. There is no fee for this inspection.

If you have any questions regarding this registration, please call me at (602) 207-4120 or within Arizona at (800) 234-5677, extension 4120.

Sincerely,

A handwritten signature in black ink, appearing to read "Martin Landis".

Martin Landis, Environmental Program Specialist
Solid Waste Plan Review Unit

Attachment: Certificate of Registration
Customer Survey Card

cc: Medical waste transporter registration file

cc (w/o enclosure): Kim McDaniel, ADEQ
Richard Jeffries, ADEQ

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
BIOHAZARDOUS MEDICAL WASTE TRANSPORTER
REGISTRATION NO. TR070113.01

In accordance with Arizona Administrative Code Title 18, Chapter 13, Article 14

Registration issued to: Milum Textile Services
Company of Entry Name (Transporter Name)

This Registration for Arizona Biohazardous Medical Waste Transporter is issued to the above named company or entity, and is to be used for transport of biohazardous medical waste in accordance with AAC R18-13-1401 et seq. This registration is deemed effective on the Issue Date below, and expires on the Expiration Date below (5 years after the Issue Date).

This registration is granted based upon the information provided in the Application for Arizona Biohazardous Medical Waste Transporter Registration. This registration does not relieve the registrant from the requirement to obtain permits and related vehicle inspections from the counties or local governments within which biohazardous medical waste will be transported. This registration is not transferable from one company or entity to another.


David Esposito, Director
Waste Programs Division

ISSUE DATE: 1/31/2001
EXPIRATION DATE: 1/31/2006



Janet Napolitano
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007
(602) 771-2300 • www.adeq.state.az.us



Stephen A. Owens
Director

February 17, 2004
PRU04 - 076

CERTIFIED MAIL
Return Receipt Requested

Edward Petruzzo
Director & General Manager
Milum Textile Services, Medical Waste Management
333 North Seventh Avenue
Phoenix, Arizona 85007

Re: Solid Waste Facility Plan Approval - Biohazardous Medical Waste Treatment and Storage Facility
Milum Textile Services (MTS) - Medical Waste Management (MWM)

Dear Mr. Petruzzo:

Please find the attached an original of an MTS-MWM biohazardous medical waste treatment and storage facility plan approval letter.

A copy of this facility plan approval shall be placed in the facility plan file at the facility or an alternative location approved by the Director.

Pursuant to Arizona Administrative Code (AAC) R18-13-702.D, ADEQ will submit an itemized statement of the review costs to Milum Textile Services. Milum Textile Services will be billed for the costs that exceed the initial fee, payable within 45 days from the receipt of this bill, or shall be reimbursed the different if actual cost of the review is less than the initial fee.

If you have any questions about this letter, please contact me at (602) 771-4581. Or toll free in Arizona at (800) 234-5677, Ext. 771-4581.

Sincerely,

Deepal Gunawardena
Environmental Engineering Specialist
Solid Waste Plan Review Unit
Waste Programs Division

cc: Kim McDaniel, Manager, Inspection and Compliance Unit

Northern Regional Office
1515 East Cedar Avenue • Suite F • Flagstaff, AZ 86004
(928) 779-0313

Southern Regional Office
400 West Congress Street • Suite 433 • Tucson, AZ 85701
(520) 628-6733

Printed on recycled paper



STATE OF ARIZONA
DEPARTMENT OF ENVIRONMENTAL QUALITY

BIOHAZARDOUS MEDICAL WASTE TREATMENT, STORAGE, AND TRANSFER
FACILITY PLAN APPROVAL NUMBER 07045200.00

1.0 Facility Information and Approval Signature

In accordance with the provisions of Arizona Revised Statutes (ARS) Title 49, Chapter 4:

Facility Name: Milum Textile Services (MTS) Medical Waste Management (MWM)

Owner/Operator: Craig Milum, CEO and President
5351 East Exeter Boulevard
Phoenix, Arizona 85018

is authorized to process biohazardous medical waste utilizing thermal neutralization of the waste by use of heat treatment with an industrial autoclave and further encapsulation for medical sharps. The Milum Textile Services, doing business as MTS Medical Waste Management (MTS-MWM), facility is located at the Northwest corner of North 34th Drive and Flower Street at 3152 North 34th Drive, Phoenix, Arizona 85007, encompassing the Southwest 1/4 of Section 26, Township 2 North, Range 2 East of Gila and Salt River Base and Meridian. MTS-MWM facility is located on 0.69 acres of property and all processing and storage of biohazardous medical waste occurs inside the 9150 square foot building.

Latitude 33° 48' 44" North
Longitude 112° 13' 15" West

This approval shall be deemed effective on the date of the Waste Programs Division Director's signature below, provided that the facility is operated and maintained in accordance with all the conditions described in this approval document.

Approved on behalf of the Arizona Department of Environmental Quality:


Shannon M. Davis, Director
Waste Programs Division

Signed this 17 day of Feb, 2004

1.1 Approval

- a. This approval allows MTS-MWM to use the following processing units for its Phase I through Phase III Operations:
- (i) A Bondtech BTT6X20 autoclave system of 6 feet diameter, and 20 feet long, with FX2N Series, SuperMicro Programmable Logic Controller and Honeywell 4500 Series Circular Chart Recorder capable of continuous recording of date, time, process duration and real time pressure and temperature;
 - (ii) A 200 HP boiler and associated water softener system;
 - (iii) Washmart SA 2000 robotic wash system for Sharpsmart container cleaning;
 - (iv) Daniel Sharpsmart reusable sharps containers;
 - (v) A Geiger - Mueller counter with detection range from 0 to 50,000 counts per minute;
 - (v) A 512 square feet walk-in cooler storage system capable of maintaining 40°F or less throughout; and
 - (vi) A Marathon RamJet RJ-250SC-34 or similar Roll-on/Roll-off container with an attached compactor unit for storage of sterilized solid waste.
- b. Phase IV Operation: This approval allows MTS-MWM to increase its maximum treatment capacity from 2,250 pounds per cycle to maximum of 4,500 pounds per cycle by introducing a second Bondtech BTT6X20 autoclave system. However, this approval does not grant permission to change any of the other listed units without prior approval of the department.
- c. This approval allows MTS-MWM to process a maximum throughput capacity of 2,250 pounds per cycle (Phase I through III) and double its throughput capacity to 4,500 pounds per cycle with the Phase IV operation.
- d. This approval allows MTS-MWM to use the reusable sharp containers (Daniel Sharpsmart) to collect medical sharps from generators. All reusable sharp containers shall be cleaned after each use as specified in Arizona Administrative Code (AAC) R18-13-1407.A.2.b.
- e. This approval allows MTS-MWM to collect and store chemotherapy waste for a maximum of 90 days from the date of collection. This storage and transfer operation shall be conducted in accordance with the conditions set forth with in AAC R18-13-1411.

1.2 Other Special Conditions incorporated in this Approval

- a. Biohazardous medical waste can be accepted from a transporter only if the waste is accompanied by a tracking form (AAC R18-13-1412.A.3).
- b. If a biohazardous medical waste container or medical sharps container is damaged or leaking, improperly labeled, or otherwise unacceptable, a treater either (i) rejects the waste and returns to the transporter, (AAC R18-13-1412.A.3. a. i), or (ii) accepts the waste and transfers it directly from the transporting vehicle to the treatment process unit (AAC R18-13-1412.A.3.a.ii). If the waste will not be treated immediately, it is to be repackaged for storage (AAC R18-13-1412.A.3.b.iii).
- c. Biohazardous medical waste shall be treated within 24 hours of receipt or shall be refrigerated immediately at 40 °F or less upon determination that treatment or disposal will not occur within 24 hours (AAC R18-13-1412.A. 2.a). Biohazardous medical wastes that are awaiting processing within 24 hours, shall be stored temporarily in accordance with AAC R18-13-1408.
- d. Biohazardous medical waste shall be processed according to the manufacturer's specifications for the unit (AAC R18-13-1412.7). The minimum temperature and the minimum retention time for Bondtech BTT6X20 unit are 275 °F and 30 minutes respectively. Additionally, medical sharps shall be further treated as defined in AAC R18-13-1419.3.

2.0 Statutory and Other Provisions

- a. MTS-MWM shall not operate in a manner inconsistent with this approval, pursuant to Arizona Revised Statutes (ARS) § 49-791(A)(5).
- b. This approval, issued pursuant to ARS § 49-762.03 and § 49-762.04, and AAC R18-13-1411 and R18-13-1412 does not relieve MTS-MWM of its responsibility to comply with other federal, state, county, or local requirements, and shall not be construed as permission to create a public health hazard, safety hazard, environmental nuisance, or cause contamination to the environment.
- c. Arizona Department of Environmental Quality (ADEQ) reserves the right to issue administrative orders pursuant to ARS § 49-781 and § 49-764, or to seek other legal remedies as provided by law, if the MTS-MWM facility creates a public health hazard, safety hazard, or environmental nuisance; if violations of State laws occur; or if the MTS-MWM facility is in violation of this approval.
- d. Pursuant to ARS § 49-763, ADEQ reserve the right to conduct inspections of the MTS-MWM facility once notification has been given to MTS-MWM to have its representative accompany the inspector. During this inspection, the Department may take photographs, gather information, collect samples, make copies of records, or conduct other recognized monitoring activities.

- e. Pursuant to ARS § 49-782.A, the ADEQ reserves the right to suspend, amend, withdraw, condition or revoke this approval for the MTS-MWM facility if it is determined that the facility is in violation of ARS Title 49, Chapter 4, and AAC Title 18, Chapter 13, Article 14, or the approved facility plan.
- f. MTS-MWM facility shall maintain the operating conditions and waste acceptance criteria described in the approved facility plan.

2.1 General Provisions

- a. This ADEQ biohazardous medical waste treatment, storage, and transfer facility plan approval, issued pursuant to ARS § 49-762, 762.03, 762.04, 762.06 and AACR18-13-1411 and R18-13-1412, grants permission to operate a biohazardous medical waste treatment, storage, and transfer facility as defined in AACR18-13-1411 and R18-13-1412 at the location referenced in Part 1.0 of this approval.
- b. This approval is granted under the conditions listed herein to protect human health and the environment. The approval for the location of this biohazardous medical waste treatment facility has previously been made by others through the planning and zoning process.

2.2 General Limitations

- a. ADEQ limits the types of waste that can be accepted at this biohazardous medical waste treatment, storage, and transfer facility. MTS-MWM facility is only permitted to accept biohazardous medical waste as defined in ARS R18-13-1401.5 for storage and treatment. Chemotherapy waste can not be treated at this facility pursuant to AAC R18-13-1420.A.2.
- b. Waste prohibited by federal or State of Arizona statutes or regulations from treatment or processing at a biohazardous medical waste treatment facility can not be handled by MTS-MWM.

2.3 Notifications

MTS-MWM shall submit notification of any Type II, III, or IV changes to the approved facility plan in accordance with ARS. § 49-762.06. MTS-MWM shall not implement any Type III or IV changes prior to ADEQ approval.

3.0 Approval of the Facility Plan

- a. This ADEQ biohazardous medical waste treatment, storage and transfer facility plan approval, issued pursuant to ARS § 49-762, 762.03, 762.04, 762.06 and AACR18-13-1411 and R18-13-1412 allows the following solid waste to be accepted:
 - i. Properly packaged biohazardous medical waste as defined in AACR18-13-1401.5. a through e, accompanied by a duly completed tracking document.

- ii. Additionally, this approval allows the acceptance of properly packaged chemotherapy waste for storage up to maximum of 90 days. Within 90 days of acceptance the above waste shall be incinerated or disposed of in either an approved solid waste or hazardous waste disposal facility (R18 -13-1420.A.2).

3.2 Other Approvals

None

3.3 Operational Limitations

ADEQ under A.R.S. Title 49, Chapter 4, requires that MTS-MWM facility must operate:

- a. In a manner that protects public health and safety and the environment and prevents and abates environmental nuisances.
- b. To control wind dispersion and other surface dispersions of the materials so that they do not create a public nuisance or pose an imminent and substantial endangerment to public health or the environment.
- c. To prevent or control on-site populations of disease vectors using techniques appropriate for the protection of human health and the environment.
- d. To control public access and prevent unauthorized vehicular traffic by using artificial barriers, natural barriers, or both, as appropriate.
- e. By recording and retaining in operating record information such as temperature, pressure and retention time for each and every autoclave cycle, total waste loads per cycle per autoclave, tracking documents, inspection records, equipment calibration records, training procedures and records, an immunization record, quality assurance/quality control tests, results, any remediation plans, equipment down time, facility shut down, etc.

3.4 Storm Water Management

- a. The proper control of surface water drainage shall be implemented to prevent stormwater from running onto and stormwater from running off from the facility area.
- b. The floor surface in the treatment and storage area either has a curb of sufficient height to control spills or slopes to a drain that connects to an approved sanitary sewage system (AAC R18-13-1412.A.4.b).
- c. A drainage diversion system shall be constructed at the facility. The drainage diversion channels shall be capable of controlling rain and stormwater at the facility and all other effluent that are generated as a result of waste processing, cleaning and sanitation of equipment, bins, or containers.

- I. Responses to ADEQ technical comments by Milum Textile Services, dated January 20, 2004

- m. MTS Medical Waste Management (MTS-MWM) Responses: Comprehensive List of Technical Deficiencies in the Plan (request additional certification for reply to ADEQ's technical deficiencies letter), by ADEQ, dated January 21, 2004

**End of MTS-MWM Facility Plan Approval Phase I through IV
Approval Number 07045200.00**

4.0 Approval History

This approval - Phase I through Phase IV facility plan approval for MTS-MWM, Number 07045200.00, provided that each succeeding phase after Phase I conforms to the descriptions authorized in this approval.

5.0 References

- a. Non-Incineration Biomedical Waste Treatment Technologies, September 1998, date submitted January 16, 2003, by Susan Springthorps & Joe Kennedy in support of Bioservices Group, Inc. (BGI)
- b. A letter from Environmental Health Management Systems, Inc.(EHMSI) in support of BGI's Hydroclave System, dated January 23, 2003, by Nelson S. Slavik.
- c. Letter from Deepal Gunawardena, ADEQ to Mr. Nelson S. Slavik , EHMSI regarding *BGI ESA System aa an Autoclaving Process*, dated February 04, 2003
- d. *Biohazardous Medical Waste Treatment Equipment and Procedures*, by Peggy J. Guichard-Watters, ADEQ, dated May 13, 2003
- e. *Steam Sterilization Treatment Plant Application, New Site: 3152 North 34th Drive*, dated October 17, 2003, by Milum Textile Services
- f. *Administrative Completeness review of Milum Textile Services Medical Waste Treatment Facility Plan*, dated November 13, 2003, by Barbara Waterbury, ADEQ
- g. *Summary: MTS Medical Waste Management's Public Involvement/Outreach Completed for a New Treatment Facility Located @ 3152 N.34th Drive, Phoenix, Arizona*, dated December 8, 2003, by Edward Petruzzo, Steve Brittle, Law offices of Earl, Curley & Lagarde
- h. *Revised Steam Sterilization Treatment Plant Application, New Site: 3152 North 34th Drive*, date revised October 17, 2003, by Milum Textile Services, date submitted December 8, 2003
- i. Daniels the new standard in safe sharps collection an introduction brochure by Daniels Corporation, presented by Edward Petruzzo, Milum Textile Services, date presented December 8, 2003
- j. *Revised Steam Sterilization Treatment Plant Application, New Site: 3152 North 34th Drive*, Revised on December 15, 2003, by Milum Textile Services, date submitted December 17, 2003
- k. *MTS Medical Waste Management (MTS-MWM) Comprehensive List of Technical Deficiencies in the Plan*, by ADEQ, dated December 23, 2003

PERMIT TO OPERATE

Environmental Services Dept.
1001 N Central Ave, Suite 100
Phoenix, AZ 85004



PERMIT NO. 5555
EXPIRATION DATE: 5/31/06

TYPE OF PERMIT: REFUSE HAULER
LOCATION NAME: TRUCK #02

FEE: \$120.00

MILUM TEXTILE SERVICES
333 N 7TH AVE
PHOENIX, AZ 85007

PREMISES:
MILUM TEXTILE SERVICES
333 N 7TH AVE
PHOENIX

THE ABOVE NAMED PERMITTEE SHALL OPERATE THE FACILITY IN COMPLIANCE WITH THE ENVIRONMENTAL HEALTH CODE AND THE LAWS OF THE STATE OF ARIZONA. THE ISSUANCE OF THIS PERMIT DOES NOT WARRANT THAT THE ESTABLISHMENT IS BEING MAINTAINED IN COMPLIANCE WITH ALL THE ABOVE CITED REGULATIONS. THIS PERMIT MAY BE REVOKED FOR SERIOUS AND/OR REPETITIVE VIOLATIONS PRIOR TO THE EXPIRATION DATE.

THIS PERMIT IS NOT TRANSFERRABLE AND MUST BE POSTED IN A CONSPICUOUS PLACE
Site Location: A01030500

PERMIT TO OPERATE

Environmental Services Dept.
1001 N Central Ave, Suite 100
Phoenix, AZ 85004



PERMIT NO. 5554
EXPIRATION DATE: 5/31/06

TYPE OF PERMIT: REFUSE HAULER
LOCATION NAME: TRUCK #03

FEE: \$120.00

MILUM TEXTILE SERVICES
333 N 7TH AVE
PHOENIX, AZ 85007

PREMISES:
MILUM TEXTILE SERVICES
333 N 7TH AVE
PHOENIX

THE ABOVE NAMED PERMITTEE SHALL OPERATE THE FACILITY IN COMPLIANCE WITH THE ENVIRONMENTAL HEALTH CODE AND THE LAWS OF THE STATE OF ARIZONA. THE ISSUANCE OF THIS PERMIT DOES NOT WARRANT THAT THE ESTABLISHMENT IS BEING MAINTAINED IN COMPLIANCE WITH ALL THE ABOVE CITED REGULATIONS. THIS PERMIT MAY BE REVOKED FOR SERIOUS AND/OR REPETITIVE VIOLATIONS PRIOR TO THE EXPIRATION DATE.

THIS PERMIT IS NOT TRANSFERRABLE AND MUST BE POSTED IN A CONSPICUOUS PLACE
Site Location: A01030500

PERMIT TO OPERATE

Environmental Services Dept.
1001 N Central Ave, Suite 100
Phoenix, AZ 85004



PERMIT NO. 5553
EXPIRATION DATE: 5/31/06

TYPE OF PERMIT: REFUSE HAULER
LOCATION NAME: TRUCK #04

FEE: \$120.00

MILUM TEXTILE SERVICES
333 N 7TH AVE
PHOENIX, AZ 85007

PREMISES:
MILUM TEXTILE SERVICES
333 N 7TH AVE
PHOENIX

THE ABOVE NAMED PERMITTEE SHALL OPERATE THE FACILITY IN COMPLIANCE WITH THE ENVIRONMENTAL HEALTH CODE AND THE LAWS OF THE STATE OF ARIZONA. THE ISSUANCE OF THIS PERMIT DOES NOT WARRANT THAT THE ESTABLISHMENT IS BEING MAINTAINED IN COMPLIANCE WITH ALL THE ABOVE CITED REGULATIONS. THIS PERMIT MAY BE REVOKED FOR SERIOUS AND/OR REPETITIVE VIOLATIONS PRIOR TO THE EXPIRATION DATE.

THIS PERMIT IS NOT TRANSFERRABLE AND MUST BE POSTED IN A CONSPICUOUS PLACE
Site Location: A01030500

PERMIT TO OPERATE

Environmental Services Dept.
1001 N Central Ave, Suite 100
Phoenix, AZ 85004



PERMIT NO. 6437
EXPIRATION DATE: 12/31/05

TYPE OF PERMIT: REFUSE HAULER
LOCATION NAME: TRUCK #30639

FEE: \$120.00

MILUM TEXTILE SERVICES
333 N 7TH AVE
PHOENIX, AZ 85007

PREMISES:
MILUM TEXTILE SERVICES
333 N 7TH AVE
PHOENIX

THE ABOVE NAMED PERMITTEE SHALL OPERATE THE FACILITY IN COMPLIANCE WITH THE ENVIRONMENTAL HEALTH CODE AND THE LAWS OF THE STATE OF ARIZONA. THE ISSUANCE OF THIS PERMIT DOES NOT WARRANT THAT THE ESTABLISHMENT IS BEING MAINTAINED IN COMPLIANCE WITH ALL THE ABOVE CITED REGULATIONS. THIS PERMIT MAY BE REVOKED FOR SERIOUS AND/OR REPETITIVE VIOLATIONS PRIOR TO THE EXPIRATION DATE.

THIS PERMIT IS NOT TRANSFERRABLE AND MUST BE POSTED IN A CONSPICUOUS PLACE
Site Location: A01030500

MEDICAL WASTE SHIPPING DOCUMENT | 1. GENERATOR'S ID # | 2. MANIFEST # (INBOUND) | 3. PAGE # OF _____
 | | 144867 |

4. GENERATOR/SHIPPER'S NAME & ADDRESS | GENERATOR/SHIPPER'S PHONE | ***ROUTE OPERATOR MESSAGE***
 CITY OF Peoria (NW) | 6022535173 |
 VARIOUS ADDRESSES | MUST PICK UP CONTAINERS
 Peoria ARIZONA 85541 |

5. TRANSPORTER 1 NAME & MAILING ADDRESS | TRANSPORTER PHONE | 6. TRANSFER & STORAGE FACILITY | TRANSFER PHONE 602-253-5173
 MILUM TEXTILE SERVICES | 602-253-5173 | MTS MEDICAL WASTE MANAGEMENT |
 333 N. 7TH AVE. | TRANSPORTER | 2600 S. 7TH AVE. | TRANSFER ID# 504224.00
 PHOENIX, AZ 85007 | REGISTRATION | PHOENIX, AZ 85007 |
 TR070113.01 | PRINTED NAME | SIGNATURE | DATE
 | X | X | X

7. DESTINATION FACILITY NAME & SITE ADDRESS | DESTINATION PHONE
 MTS MEDICAL WASTE MANAGEMENT | 602-253-5173
 3152 N. 34 Drive
 Phoenix, AZ 85007

8. WASTE SHIPPING NAME AND DESCRIPTION	9. CONTAINERS		10. TOTAL QUANTITY	11. UNIT WT/VOL	12. DROP-OFF CONTAINERS
	NO.	TYPE			
A. REGULATED MEDICAL WASTE, 6.2, UN3291 PGII 000		DF			
B. REGULATED MEDICAL WASTE, 6.2, UN3291 PGII 000		DF			
C. REGULATED MEDICAL WASTE, 6.2, UN3291 PGII 000		DF			

12. SPECIAL HANDLING INSTRUCTIONS & ADDITIONAL INFORMATION | EMERGENCY DISPATCH # 1-877-424-9300
 NET WEIGHT = _____ | CHEMTRAC 1-800-424-9300
 DOT ERG # 158 | CDC 1-404-633-9913
 * MTS MEDICAL WASTE MANAGEMENT NOT GENERATOR * | INCIDENT REPORTING (ADEQ) 1-800-224-5677

13. SHIPPER'S/GENERATOR CERTIFICATION: THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION. I CERTIFY THE MATERIALS DESCRIBED ABOVE ON THIS MANIFEST ARE NOT SUBJECT TO FEDERAL REGULATIONS FOR REPORTING PROPER DISPOSAL OF HAZARDOUS WASTE.
 GENERATOR'S PRINTED NAME | GENERATOR'S SIGNATURE | MONTH | DAY | YEAR
 X | X | 10 / 25 / 4

14. TRANSPORTER 1 CERTIFICATION OF RECEIPT OF MEDICAL WASTE AS DESCRIBED IN # 8.
 PRINTED NAME | SIGNATURE | MONTH | DAY | YEAR
 X | X | 10 / 25 / 4

15. TRANSPORTER 2 CERTIFICATION OF RECEIPT OF MEDICAL WASTE AS DESCRIBED IN # 8.
 PRINTED NAME | SIGNATURE | MONTH | DAY | YEAR
 X | X | X

16. NEW TRACKING FORM NUMBER (for consolidated or remanifested waste)

17. DESTINATION FACILITY CERTIFICATION OF RECEIPT OF WASTE MATERIALS COVERED BY THIS MANIFEST EXCEPT AS NOTED IN ITEM 10. Signature verifies proper disposal in accordance with all Federal, State & local requirements
 PRINTED NAME | SIGNATURE | MONTH | DAY | YEAR
 X | X | X

18. DISCREPANCY INDICATION SPACE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID J1
MTSME01

DATE (MM/DD/YYYY)
01/18/06

PRODUCER Brown & Brown Ins. of NV, Inc. 2340 Corporate Circle Henderson NV 89074 Phone: 702-597-5110 Fax: 702-597-0159	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Milum Textile Services Co. dba MTS Medical Waste Management 333 N. 7th Ave. Phoenix AZ 85001	INSURER A: Indian Harbor Insurance Co.	36940
	INSURER B: Greenwich Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	GEC0019293	08/26/05	08/26/06	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR \$1,000 BI/PD DEDUCTIBLE GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	X	AUTOMOBILE LIABILITY	AEC0019294	08/26/05	08/26/06	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<input type="checkbox"/> ANY AUTO					
B	X	EXCESS/UMBRELLA LIABILITY	UEC0019295	08/26/05	08/26/06	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000				AGGREGATE \$ 5,000,000 \$ \$ \$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A		Pollution	PEC0019296	08/26/05	08/26/06	Each Loss	\$1,000,000
			\$25,000 RETENTION			Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Solicitation #Q06-08. Certificate holder is named as Additional Insured as required by written contract. *10 day notice of cancellation applies in the event of non-payment of premium.

CERTIFICATE HOLDER

The City of Peoria, Arizona
 Material Management
 Procurement
 8401 W. Monroe St, Rm #150
 Peoria AZ 85345-6560

CIOFPEO

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jane Brown

#07026

ORIGINAL



CONTRACT AMENDMENT

**Materials Management
Procurement**
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: **RFQ 06-08** Page 1 of 1
Description: Hazardous Medical Waste Removal and Disposal
Amendment No: One (1) Date: 10/23/06

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 12/31/06.

Contract Term: 1/1/07 to 12/31/07

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Edward Petrullo
Signature

11-9-06
Date

Edward Petrullo
General Manager
Typed Name and Title

Milum Textile Services dba MTS
Medical Waste Management
Company Name

333 N. 7th Ave.
Address

Phoenix
City

AZ
State

85007
Zip Code

Attested by:

Mary Jo Kief
Mary Jo Kief, City Clerk

Robert Patterson
Robert Patterson, Facilities

10/25/06

Jim Bratcher
Jim Bratcher, Fire

Debbie Shaw
Debbie Shaw, Police

Lisa Houg
Recommended by:

William L. Emerson, Assistant City Attorney

Approved as to Form by *Stephen M. Kemp*, City Attorney

The above referenced Contract Amendment is hereby Executed

December 7, 2006, at Peoria, Arizona.

Herman F. Koebergen
Herman F. Koebergen, Materials Manager



CC Number

ACON 51905A

Contract Number:

Official File

City Seal



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.
Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: **RFQ 06-08**

Page 1 of 2

Description: Hazardous Medical Waste Removal and Disposal

Amendment No: Two (2)

Date: 08/15/07

Buyer: Lisa Houg, CPPB

RFQ06-08, ACON51905, is being amended to remove select locations from the Specifications. Effective August 1, 2007, the unit rate has increased from \$21.95 to \$40.00 for the remaining locations.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Edward Petrullo

Signature

8-15-07

Date

Edward Petrullo, GM

Typed Name and Title

Milum Textile Services dba
MTS Medical Waste Management

Company Name

333 N. 7th Avenue

Address

Phoenix

City

AZ

State

85007

Zip Code

Attested by:

Mary Jo Kief

Mary Jo Kief, City Clerk

CC Number

ACON51905B

Contract Number:

Official File



City Seal

Lisa Houg

Requested by: Lisa Houg, Contract Officer

Dan Zenko

Recommended by: Dan Zenko, Materials Management Supervisor

William L. Emerson, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

8/24/07

2007, at Peoria, Arizona.

Herman F. Koebergen
Herman F. Koebergen, Materials Manager

A CON 51905B

RFQ06-08 – Amendment #2 attachment
Hazardous Medical Waste Removal and Disposal

REMAINING LOCATIONS: (scheduled pick up times 1st Wednesday of each month)

Building	Location/Address	# of Containers	Pick-Up
PSAB Police Department	8351 W. Cinnabar	3	Monthly or as needed
Fire Station #1	8065 W. Peoria Avenue	1	Monthly or as needed
Fire Station #2	18500 n. 89 th Avenue	1	Monthly or as needed
Fire Station #3	8330 W. Emile Zola	1	Monthly or as needed
Fire Station #4	9800 W. Olive Avenue	1	Monthly or as needed
Fire Station #5	23100 N. Lake Pleasant Road	1	Monthly or as needed
Fire Station #6	28251 N. El Mirage Road	1	Monthly or as needed
Fire Station #7	7758 W. Jomax Road	1	Monthly or as needed

DELETED LOCATIONS:

Building	Location/Address	# of Containers	Pick-Up
City Hall Council Chambers	8401 W. Monroe Street	2	Every 6 Months or as needed
City Hall Annex	8314 W. Cinnabar Avenue	1	Every 6 Months or as needed
City Court	10100 N. 83 rd Avenue	1	Every 6 Months or as needed
Community Center	8335 W. Jefferson	1	Every 6 Months or as needed
MOC Fleet Solid Waste Warehouse	8850 N. 79 th Avenue	4	Every 6 Months or as needed
Information Technology	8343 W. Monroe Street	1	Every 6 Months or as needed
Library	8463 W. Monroe Street	1	Every 6 Months or as needed
Greenway Water Treatment Plant	7300 W. Greenway Road	1	Every 3 Months or as needed
Sports Complex	16101 N. 83 rd Avenue	1	Every 3 Months or as needed
Sunrise Family Center	21200 N. 83 rd Avenue	1	Every 3 Months or as needed



CONTRACT AMENDMENT

**Materials Management
Procurement**
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: **RFQ 06-08** Page 1 of 1
Description: Hazardous Medical Waste Removal and Disposal
Amendment No: Three (3) Date: 12/19/07

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 12/31/07.

Contract Term: 1/1/08 to 6/30/08

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Edward Petruccio 12-19-07
Signature Date

Edward Petruccio, GM
Typed Name and Title

Milum Textile Services dba
MTS Medical Waste Management
Company Name

333 N. 7th Avenue
Address

Phoenix
City

AZ
State

85007
Zip Code

Attested by:

Mary Jo Kief
Mary Jo Kief, City Clerk

Lisa Houg
Requested by: Lisa Houg, Contract Officer

Karen Daines

William L. Emerson, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

1-17-08

, 2007, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON51905C

Contract Number:

Official File

A CON 51905C



CONTRACT AMENDMENT

**Materials Management
Procurement**
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: **RFQ 06-08** Page 1 of 2
Description: Hazardous Medical Waste Removal and Disposal
Amendment No: Four (4) Date: 06/03/08

Buyer: Lisa Houg, CPPB

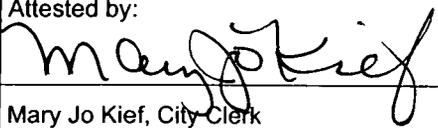
In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 6/30/08.

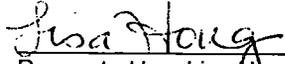
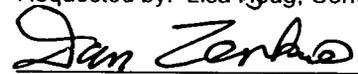
The new contract term is July 1, 2008 to December 31, 2008.

In addition, the Rio Vista Recreation Center is added as a pick up location to the contract, effective 7/1/08.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

 Signature	<u>6/27/08</u> Date	<u>Tammy Pool, GM</u> Typed Name and Title	<u>Milum Textile Services dba MTS Medical Waste Management</u> Company Name
<u>333 N. 7th Avenue</u> Address	<u>Phoenix</u> City	<u>AZ</u> State	<u>85007</u> Zip Code

Attested by:

Mary Jo Kief, City Clerk

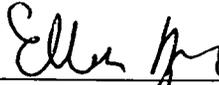
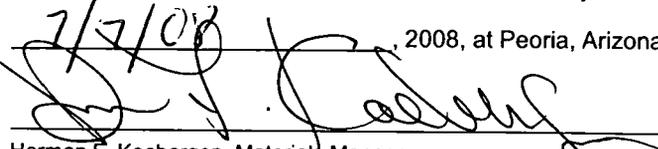

Requested by: Lisa Houg, Contract Officer

Recommended by: Dan Zenko, Materials Management Supervisor



City Seal

CC Number
ACON51905D
Contract Number:

Official File

 **Ellen Van Riper, Assistant City Attorney**
Approved as to Form: Stephen M. Kemp, City Attorney
The above referenced Contract Amendment is hereby Executed
7/7/08, 2008, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 51905D

RFQ06-08 – Amendment #4 Attachment
Hazardous Medical Waste Removal and Disposal

CURRENT LOCATIONS:

Building	Location/Address	# of Containers	Pick-Up	Contact Person
PSAB Police Department	8351 W. Cinnabar	2	Monthly or as needed	Dean Rawson 623-773-8026
Fire Station #1	8065 W. Peoria Avenue	1	Monthly or as needed	Bill Bjerke 623-773-7904
Fire Station #2	18500 n. 89 th Avenue	1	Monthly or as needed	"
Fire Station #3	8330 W. Emile Zola	1	Monthly or as needed	"
Fire Station #4	9800 W. Olive Avenue	1	Monthly or as needed	"
Fire Station #5	23100 N. Lake Pleasant Road	1	Monthly or as needed	"
Fire Station #6	28251 N. El Mirage Road	1	Monthly or as needed	"
Fire Station #7	7758 W. Jomax Road	1	Monthly or as needed	"
Rio Vista Recreation Center	8866 W. Thunderbird-A	1	Every 3 months or as needed	Jackie Stanley 623-773-8600

Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate is not an insurance policy and does not affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed below. Policy limits are no less than those listed, although policies may include additional sublimits not listed below. Policy limits may be reduced by claims or other payments.

This is to certify that (Name and address of Insured)

Milum Textile Services
333 N 7th Ave
Phoenix, AZ 85007



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type		Eff./Exp. Date(s)	Policy Number(s)	Limits of Liability	
<input type="checkbox"/>	Continuous*			01/01/2007 / 01/01/2008	WC2-161-065074-067
<input type="checkbox"/>	Extended	Bodily Injury By Accident \$500,000 Each Accident			
<input checked="" type="checkbox"/>	Policy Term	Bodily Injury By Disease \$500,000 Policy Limit			
Workers Compensation					Bodily Injury By Disease \$500,000 Each Person
General Liability		08/26/2007 / 08/26/2008	TB2-161-065074-027	General Aggregate-Other than Prod/Completed Operations \$2,000,000	
<input type="checkbox"/>	Claims Made			Products/Completed Operations Aggregate \$2,000,000	
<input checked="" type="checkbox"/>	Occurrence			Bodily Injury and Property Damage Liability \$1,000,000	Per Occurrence
Retro Date				Personal and Advertising Injury \$1,000,000	Per Person / Organization
				Other Liability \$100,000 Fire Damage	Other Liability \$5,000 Medical Payments
Automobile Liability		08/26/2007 / 08/26/2008	AS2-161-065074-017	Each Accident - Single Limit - B. I. and P. D. Combined \$1,000,000	
<input checked="" type="checkbox"/>	Owned			Each Person	
<input checked="" type="checkbox"/>	Non-Owned			Each Accident or Occurrence	
<input checked="" type="checkbox"/>	Hired			Each Accident or Occurrence	
Umbrella Excess Liability		08/26/2007 / 08/26/2008	TH2-661-065074-057	\$5,000,000 Per Occurrence/Aggregate	

C O M M E N T S

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If SUBROGATION IS WAIVED, subject to the forms 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 endorsements. The following applies only with respect to insurance for motor carriers registered in Florida: As provided for in Fla. Stat. § 320.02(5)(e), the listed insurance policy may not be cancelled on less than 30 days written notice by the insurer to the Department of Hwy Safety & Motor Vehicles, such 30 days notice to commence from date notice is received by the Department.

Notice of cancellation: (not applicable unless a number of days is entered below). Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to:

Office : PLEASANTON, CA-1 Phone: 925-734-9200

Certificate Holder:

CITY OF PEORIA
ALL LOCATIONS SERVICED
8401 W MONROE STREET
PEORIA, AZ 85345

Margaret Carranza
MARGARET CARRANZA
Authorized Representative



CONTRACT AMENDMENT

**Materials Management
Procurement**

8314 W. Cinnabar Ave.
Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: **RFQ 06-08** Page 1 of 2
Description: Hazardous Medical Waste Removal and Disposal
Amendment No: Five (5) Date: 09/18/08

Buyer: Lisa Houg, CPPB

The Pinnacle Peak Police Station is added as a pick up location to the contract, effective 10/1/08.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Tammy Pool 9/18/08
Signature Date

Tammy Pool, GM
Typed Name and Title

Milum Textile Services dba
MTS Medical Waste Management
Company Name

333 N. 7th Avenue
Address

Phoenix
City

AZ
State

85007
Zip Code

Attested by:

Rhonda Simmons

For Mary Jo Kief, City Clerk

Teresa Corless

Requested by: Teresa Corless, Management Analyst

Lisa Houg

Recommended by: Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney

Stephen M. Kemp

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

10/1/08

2008, at Peoria, Arizona.

Herman F. Koeberg

Herman F. Koeberg, Materials Manager



City Seal

CC Number

ACON51905E

Contract Number:

Official File

A CON 51905E

RFQ06-08 – Amendment #5 Attachment
Hazardous Medical Waste Removal and Disposal

CURRENT LOCATIONS:

Building	Location/Address	# of Containers	Pick-Up	Contact Person
PSAB Police Department	8351 W. Cinnabar	2	Monthly or as needed	Dean Rawson 623-773-8026
Police Pinnacle Peak Station*	23100 N. Lake Pleasant Road	1	Monthly or as needed	Dean Rawson 623-773-8026
Fire Station #1	8065 W. Peoria Avenue	1	Monthly or as needed	Bill Bjerke 623-773-7904
Fire Station #2	18500 N. 89 th Avenue	1	Monthly or as needed	"
Fire Station #3	8330 W. Emile Zola	1	Monthly or as needed	"
Fire Station #4	9800 W. Olive Avenue	1	Monthly or as needed	"
Fire Station #5*	23100 N. Lake Pleasant Road	1	Monthly or as needed	"
Fire Station #6	28251 N. El Mirage Road	1	Monthly or as needed	"
Fire Station #7	7758 W. Jomax Road	1	Monthly or as needed	"
Rio Vista Recreation Center	8866 W. Thunderbird-A	1	Every 3 months or as needed	Jackie Stanley 623-773-8600

*Same location for Police & Fire.



CONTRACT AMENDMENT

Materials Management

Procurement

8314 W. Cinnabar Ave.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: **Q06-08**

Page 1 of 2

Description: Hazardous Medical Waste Removal and Disposal

Date: 12/8/2008

Amendment No: Six (6)

Buyer: Lisa Houg, CPPB

A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 1/1/2009 to 12/31/2009.**

B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:

- 3. APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature

1/7/09

Date

Bryan Sanders Service/sales manager
Tammy Pool, GM

Typed Name and Title

Milum Textile Services, dba MTS
Medical Waste Management

Company Name

333 N. 7th Avenue

Address

Phoenix

City

AZ

State

85007

Zip Code

Attested by:

Mary Jo Kief, City Clerk



City Seal

CC Number

ACON51905F

Contract Number:

Official File

Requested by: Teresa Corfess, Management Analyst, Police

Recommended by: Cathie Lutch, Administrative Services Mgr, Fire

Ellen Van Riper, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

01/23/09

at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 51905F



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: **Q06-08**

Page 2 of 2

Description: Hazardous Medical Waste Removal and Disposal

Amendment No: Six (6)

Date: 12/8/2008

Buyer: Lisa Houg, CPPB

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

- 19. RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
- 32. PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.



CONTRACT AMENDMENT

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: Q06-08 Page 1 of 1
Description: Hazardous Medical Waste Removal and Disposal
Amendment No: Seven (7) Date: 10/9/2009

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 12/31/09. **LAST YEAR OF CONTRACT**

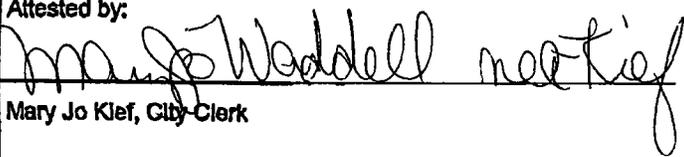
The New Contract Term is: **01/01/10 to 12/31/10**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>10/9/09</u>	Bryan Sanders, Services Mgr	Milum Textile Services dba MTS Medical Waste Management
Signature	Date	Typed Name and Title	Company Name

<u>333 N. 7th Ave.</u>	<u>Phoenix</u>	<u>AZ</u>	<u>85007</u>
Address	City	State	Zip Code

Attested by:


Mary Jo Kief, City Clerk


Cathie Lutch, Administrative Services Manager, Fire


Teresa Corless, Administrative Services Supervisor, Police

Elen Van Riper, Assistant City Attorney


Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
November 3, 2009, at Peoria, Arizona.


Herman F. Koebergen, Materials Manager

CC Number

ACON 51905G

Contract Number:

Official File



City Seal

(Rev 02/01/08)

A CON 51905G



CONTRACT AMENDMENT

Materials Management

Procurement

9875 N. 85th Avenue

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: **Q06-08**

Page 1 of 1

Description: Hazardous Medical Waste Removal and Disposal

Amendment No: Eight (8)

Date: 12/28/10

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 12/31/2010. The contract is being extended on a month-to-month basis, not to exceed six (6) months or June 30, 2011.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

12-28-10

Tim Tucker
Sr. District Mgr.

Waste Management Health Care
Solutions

Signature

Date

Typed Name and Title

Company Name

3152 N. 34th Drive

Phoenix

AZ

85017

Address

City

State

Zip Code

Attested by:

Wanda Nelson

City Clerk

Teresa Corless, Administrative Services Supervisor, Police

Larry Barcliff, Chief of Police

Larry Rooney, Deputy Fire Chief

Approved as to Form: Stephen M. Kemp, City Attorney

Ellen Van Riper, Assistant City Attorney



City Seal

CC Number

ACON51905H

Contract Number:

Official File

The above referenced Contract Amendment is hereby Executed

January 3, 2011

Herman F. Koebergen, Materials Manager

ACON51905H