

City and County of San Francisco
Office of Contract Administration
Purchasing Department
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685



Contract Modification 3

Medical Waste Management Services for Department of Public Health

Stericycle Inc.
Darlene Scott, Major Account Executive
1366 Doolittle Drive
San Leandro, CA 94577
E-mail: DScott@Stericycle.com

Date: September 30, 2010
Buyer Name: John Danaher
Term contract: 60690
City Blanket No. BPSF 00003552
Type: Indefinite quantity
Not-to-exceed amount: \$1,000,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original Contract	02/01/2009	1/31/2011	\$1,000,000	Enserv West LLC No. BPSF00003530
1	No Change	No Change		Revise Contract # to 60690
2	No Change	No Change		Additional Sites & Services
3	01/01/2010	1/31/2011		Stericycle No. BPSF00003552 Assignment & Assumption/ Revise Insurance language/Revised Company Info.

This modification 3 changes the contract as follows:

1. The Notice of Termination to Enserv (Vendor No. 73470) dated 2/12/10 is rescinded.
2. Pursuant to the Assignment and Assumption document dated January 1st, 2010, the contract is assigned to Stericycle, Inc. (Vendor No. 34111).
3. The definition of "Contractor" in the Agreement shall hereafter mean Stericycle, Inc.
4. Special Condition 70, "Insurance" has been revised. See Attachment A
5. Revised Company Information

All other terms and conditions remain the same.

Approved by the City:

Naomi Kelly, Director of OCA and Purchaser

10/1/2010
Date

Approved by Contractor:

Signature

10/1/2010
Date

Name and title

Major Account Executive

Sign and return one original. The duplicate original is for your files.

P-280 (11/20/09)

Attachment A
Contract 60690
Contract Modification No. 3
Medical Waste Management Services for DPH
September 30, 2010

Special Condition 70, Insurance has been revised:

70. INSURANCE

Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

- a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
 - (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
 - (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.
 - (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
 - (1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
 - (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- c. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
- d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to:

Director, Office of Contract Administration
Purchasing Division
City and County of San Francisco
City Hall, Room 430
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- e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.
- j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING**

CONTRACT 60690

AWARD

**Medical Waste Management Services for Department of Public Health
For the Term January 1, 2010 through January 31, 2011**

COMPANY INFORMATION

WARNING
Do not use any term contracts to purchase goods and/or services when using Federal, State or Special Funds. Term contracts may contain provisions that conflict with Federal or State provisions. City department must contact their assigned City Attorney for applicable provisions, procedures and relevant fund requirements.

Name of Company: Stericycle Inc.
Address: 2333 Waukegan Road
City, State, Zip: Bannockburn, IL 60015
Contact: Dietrah Weber, Gov't Specialist
Telephone Number: (866) 978-3744
Fax Number: (866) 529-6092
E-mail: government@stericycle.com
Company Representative: Dietrah Weber

To request service: Phone: (866) 978-3744
Fax: (866) 529-6092
Toll Free: none

24-Hour Emergency Number: 1-949-573-3092
Facility Location: 2333 Waukegan Road

Business Hours: 8:00 a.m. to 5:00 p.m.
Monday through Friday

Payment Terms: N30
Vendor Number: 34111
CBPO Number: BPSF00003552

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Contract Modification 2

Medical Waste Management Services for Department of Public Health

Enserv West LLC
Attn: Darlene Scott
3668 Enterprise Avenue
Hayward, CA 94545
E-mail: dscott@medserve.com

Date: 07-2-09
Buyer Name: John Danaher
Term contract: 60690
Type: Indefinite quantity
Not-to-exceed amount: \$1,000,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	2-1-09	1-31-11	\$ 1,000,000	
1				Change Term Contract Number
2				Add Additional Sites & Services

This modification 2 changes the contract as follows: Additional sites and services added to contract 60690.

Facility	Location	Frequency	Charge
SF International Airport	SFFD Station at SFIA Terminal 3	Monthly	\$40.00/Mo.
Walden House	1550 Evans St. (3rd and Evans), SF	Quarterly	\$35.00/Qtr.
Walden House	1318 Gateview Drive Apt C, Treasure Island	2X-Monthly	\$90.00/Mo.
Walden House	214 Haight St., SF	Monthly	\$40.00/Mo.
Walden House	815 Buena Vista West, SF	Monthly	\$40.00/Mo.
Walden House	890 Hayes Street, SF	Monthly	\$40.00/Mo.

All other terms and conditions remain the same.

Approved by the City: *Naomi Kelly* 7-10-09
 Signature: Naomi Kelly, Director of OCA and Purchaser Date

Approved by Contractor: *Darlene Scott* 7-15-09
 Signature: Darlene Scott Date

Name and title: Darlene Scott / market Development manager

Sign and return one original. The duplicate original is for your files.

P-280 (2-09-09)

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Contract Modification 1

Medical Waste Management Services for Department of Public Health

Enserv West LLC
Attn: Darlene Scott
3668 Enterprise Avenue
Hayward, CA 94545
E-mail: dscott@medserve.com

Date: 03-09-09
Buyer Name: John Danaher
Term contract: 60701
Type: Indefinite quantity
Not-to-exceed amount: \$ 150,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	2-1-09	1-31-11	\$ 150,000	
1				Change Term Contract Number

This modification 1 changes the contract as follows:

Term Contract number from 60701 to 60690.

All other terms and conditions remain the same.

Approved by the City:

Naomi Kelly

Naomi Kelly, Director of OCA and Purchaser

3-11-09
Date

Approved by Contractor:

Darlene Scott

Signature

3-13-09
Date

Name and title

Darlene Scott / market development manager

Please sign and return one original. The second original is for your records.

Sign and return one original. The duplicate original is for your files.

P-280 (2-09-09)