

Port of San Francisco
RFQ for As-Needed Hazardous Waste Disposal and Marine Vessel Salvage, and Related
Professional Services

Appendix F

Additional Contract Requirements

- 1. Failure to Deliver.** If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this Contract, such article or service may be bought from any source by Port and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.
- 2. Use of City Opinion.** Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this Contract without prior written permission of the City.
- 3. Resource Conservation.** Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference.
- 4. Not Used. (Cooperative Agreement).**
- 5. Reports by Contractor**

Each year, no later than February 15; Contractor shall submit a soft copy report of the total services ordered, by month, under any contract awarded pursuant to this RFQ during the preceding calendar year (January 1 – December 31). The report must be in a format acceptable to City and must list by department or location the following: (1) all services awarded under the contract; and (2) total quantity and dollar value of each service ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by City which are not part of the Contract, and any usage reports required prior to the extension of a Contract or Contract Modification. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

Albie.udom@sfport.com

Any report files larger than **10MB** must be submitted in electronic format on a USB drive and mailed to the address shown below with the term contract number and "Annual Supplier Reporting" clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

Albie Udom, Senior Contracts Analyst
Port of San Francisco
Pier 1, The Embarcadero
San Francisco, CA 94111

- 6. Emergency – Priority 1 Service.** In case of an emergency that affects the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to provide emergency services. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and act on requests for emergency services. In addition, Contractor shall charge fair and competitive prices for services ordered during an emergency and not covered under the awarded contract.

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7. Not Used. (Displaced Worker Protection Act).

8. Not Used (Prop J Approval).

9. Price. Subject to the provisions of Condition 10 below, the billing rates and fees stated on the Fee Proposal Schedule are firm for the duration of the contract and any periods of extension. Only the billing rates and fees that appear on Fee Proposal will be considered in negotiations. No other pages with rates, prices or attached price lists and/or catalog prices will be considered. For fair comparison purposes, all billing rates shall reflect 2019 billing rates.

10. Price Adjustment. The Consultant will be allowed to escalate its 2019 billing rates based only on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers.

11. Not Used (Payment of Prevailing Wage)

12. 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 bodily injury and property damage, including owned and non-owned and hired auto coverages, as applicable.

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$2,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

B. Commercial General Liability and Commercial Auto Liability insurance policies must be endorsed to provide:

(1) Name as Additional Insured the Port of San Francisco, the City and County of San Francisco, its Officers, Agents, and Employees.

(2) The Commercial Automobile Liability Policy should be endorsed to include automobile pollution Additional Endorsement .

(3) 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. All policies shall provide thirty (30) 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:

Executive Director
Port of San Francisco

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Pier 1, The Embarcadero
San Francisco, CA 94111

D. 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.

E. 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.

F. 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.

G. 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.

H. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

I. 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.