



# City and County of San Francisco

## Port of San Francisco

### REQUEST FOR QUALIFICATIONS FOR AS-NEEDED ENVIRONMENTAL AND RELATED PROFESSIONAL SERVICES RFQ#PRT1617-17

**CONTACT: Boris Delepine, [boris.delepine@sfport.com](mailto:boris.delepine@sfport.com), 415-274-0443**

**Overview**

The Port of San Francisco (“Port”), a department within the City & County of San Francisco (“City”), is a self-supporting, enterprise agency overseeing 7-1/2 miles of property along the San Francisco Bay. This property is held in “public trust” for the people of California. As trustee of this property since 1969, the Port is required to promote maritime commerce, navigation, and fisheries, as well as to protect natural resources and develop recreational facilities for public use.

As described in this Request of Qualifications (“RFQ”), the Port is seeking highly qualified Environmental and Related Professional Services teams to provide multiple-project contract services on an as-needed basis. The Port anticipates awarding three separate contracts, each with a four-year term (with the option to renew for one year), and each not to exceed \$1.0 million in amount.

The Port seeks Respondents with experience working with and providing ports, municipalities, or similar government agencies environmental management services such as those listed in this RFQ. The Port strongly encourages City Contract Monitoring Division (“CMD”) certified Local Business Enterprises (“LBEs”) to submit Responses and will provide LBE prime Respondents with a ratings bonus in accordance with Attachment II.

**Estimated Cost:** \$3 million total for three contracts, each with a not-to-exceed amount of \$1 million.

**Estimated Contract Term:** The Port anticipates awarding three contracts to the three highest-scoring Respondents. The Port expects that each contract awarded from this RFQ will have a four-year term with the Port’s option for a one-year extension. Actual contract periods may vary, depending upon service needs and contractor performance at the Port’s sole discretion.

**Local Business Enterprise Subcontracting:**

The Local Business Enterprise (“LBE”) subcontracting goal for this RFQ is 22% of all goods and services contracted under this RFQ.

**Schedule\***

RFQ Issued	March 24, 2017
Pre-Proposal Conference	April 4, 2017 (10:00am)
RFQ Questions Deadline	April 7, 2017
RFQ Answers and Clarifications Available Online	April 10, 2017
<b>Response Deadline</b>	April 28, 2017 (12:00pm)
Notification of Intent to Award Contracts	May 15, 2017

\*Each date subject to change. Check the Port of San Francisco for latest schedule.

**RFQ Questions and Communications:**

Interested parties are directed NOT to contact any employees or officials of the Port other than those specifically designated in this RFQ and its Attachments.

E-mail questions to:

**[Boris.Delepine@sfport.com](mailto:Boris.Delepine@sfport.com)** before the RFQ Questions Deadline. No questions will be accepted after the RFQ Questions Deadline with the exception of City vendor compliance questions.

Pre-Proposal Conference attendance is recommended. See RFQ Section 3 for more information.

# 1. Background

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## 1.1 Definitions

General terms used in this Request for Qualifications (“RFQ”) are defined as follows:

Contract Service Order, or “CSO” refers to a project-specific work assignment requested or authorized by the Port under the terms and conditions of the Master Agreement.

Contractor refers to any Respondent awarded a contract for services under this RFQ.

Contract Monitoring Division, or “CMD” refers to the oversight agency for the Local Business Enterprise Ordinance set forth in Chapter 14B of the San Francisco Administrative Code (the former San Francisco Human Rights Commission).

Local Business Enterprise, or “LBE” refers to vendors certified by CMD with LBE status. See the CMD website for a current list of certified LBE vendors.

Master Agreement, Agreement, or Contract refers to a non-project specific, blanket contract between the Port and prime consultant.

Respondent refers to any Respondent team submitting a Response to this RFQ. A Respondent may consist of a prime consultant who will serve as the prime contractor, if selected by the Port for pre-qualification and contract award, and any associated Sub-consultants.

Response refers to a Respondent’s submittal in response to this RFQ, including the Attachment V qualifications package.

## 1.2 Statement of Need and Intent

The Port of San Francisco (“Port”) seeks Responses from qualified firms interested in a contract to provide environmental and related professional services on an as-needed basis.

It is the intent of the Port to award separate contracts to the three highest-scoring Respondents for as-needed services on diverse and multiple projects, each contract with a term of four years, with a one-year option to extend the contract term. Work shall be assigned by Contract Service Order (“CSO”) and the Port will negotiate the specific scope of services, budget, deliverables, and timeline for each CSO it issues. Each CSO shall include a scope of services, time, and a not-to-exceed fee.

The Respondents awarded contracts from this RFQ will provide services to multiple Port divisions. These services are required to address the Port’s fluctuating needs when existing Port and City staff are unavailable to perform required environmental work or when highly specialized environmental expertise is required that current staff does not possess.

This RFQ is not directed at one specific project. Respondents should be prepared to provide services for an entire project, several projects, and/or part of a project or for any project phase. There is no guarantee of a minimum amount of work or compensation for any of the Respondents selected for contract award.

Based on the Port's experience with prior as-needed environmental services contracts, several types of professional disciplines and work may be required. Contractors may be required to perform environmental studies and investigations; prepare reports and plans; develop cost estimates; negotiate with regulatory agencies; and perform field inspections for various types of regulatory and environmental issues.

The Port will evaluate Respondent qualifications, including prior project information, and other information, as described herein, to make its determination of responsiveness. Each Respondent should demonstrate its capabilities using Attachment V, Response Template.

The Port's Contract Monitoring Division (CMD) Contract Compliance Officer has established a 22% LBE sub-consulting goal for each of these proposed contracts. To be eligible for contract award, each firm responding to the RFQ must commit to meeting the 22% LBE sub-consulting goal. The Port seeks to include a diverse group of LBE firms having a broad range of capabilities in these contracts. LBEs may participate in more than one team, but the Port seeks to have as many different LBE firms participating as is feasible considering the nature of services requested.

### 1.3 Background

The Port has previously solicited and procured contracts for environmental and related professional services in 2009 and 2013. All prior Respondents to an RFQ for as-needed services, including those selected as Contractors, must submit responses to this RFQ in order to be eligible for contract award.

The following table provides examples of the projects for which CSOs have been issued under previous as-needed contracts. Please note that these serve as examples only. Projects and contract services awarded under this RFQ may differ.

<b>CSO Project Description</b>	<b>CSO Amount</b>
Pier 27 South Fender Pile Monitoring	\$27,784
Wastewater Treatment System Monitoring –Ecocenter at Heron's Head Park	\$48,320
Stormwater – Industrial General Permit Compliance	\$83,000
Stormwater – Statewide Phase II Municipal Storm Sewer System Permit Compliance	\$55,520
Pier 92 Environmental Monitoring	\$43,467
Pier 9 South Apron Environmental Monitoring	\$38,651
Dry Dock #1 PCBs Investigation	\$10,787
Peer Review of Pier 07 Hazardous Building Materials	\$9,900
Heron's Head Treatment System Operation & Monitoring	\$24,750
Caspian Tern Monitoring Pier 64	\$5,095
Bayview Gateway Serpentine Testing	\$5,359
Characterize Waste Soil for Disposal	\$4,760
Radiation Survey & Asbestos Abatement Oversight - Pier 70, building 104	\$13,293
Pier 70 Crane Cove Park Hazardous Building Materials Survey and Abatement Oversight	\$77,286
Ladder and Skylight Replacement Project	\$121,640
Survey Bilge Water System at Hyde St. Harbor	\$79,051
UST Soil and Groundwater investigation services	\$37,300
Programmatic Permits Portwide Maintenance	\$90,871
Bayview Gateway Herring Monitoring	\$8,568
Wharf J-10 Remediation Oversight Technical Support	\$12,778

Crane Cove Park Biological Assessment & Permitting	\$60,467
Pier 80 Monitoring Well Destruction for a former UST	\$17,200
<b>Average Amount paid to Contractors over 3-year contract terms (2013-16)</b>	<b>\$250,000</b>

Classified by general type of work, as-needed contracts in place during 2013-2016 included the following:

Environmental permitting and compliance monitoring (including biological services) of Port construction projects:	45%
Stormwater planning, monitoring and environmental compliance:	20%
Hazardous building materials surveys and related services:	20%
Site characterization, remedial action planning and risk management:	10%
Water treatment, water quality monitoring	5%

**2010-2013:**

Environmental permitting and compliance monitoring (including biological services) of Port construction projects:	42%
Stormwater planning, monitoring and environmental compliance:	28%
Hazardous building materials surveys and related services:	7%
Site characterization, remedial action planning and risk management:	23%

## **2. Scope of Work**

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### **2.1 General Information**

The scope of work described below is intended as a general guide to the work the Port expects to be performed under the prospective contracts, and is not a complete listing of all services that may be required or desired.

Each Respondent should demonstrate its capabilities by using **Attachment V, Response Template** with particular focus on the *Minimum Qualifications stated in Section B therein*. Responses that do not meet or exceed the minimum qualifications will not be evaluated or eligible for contract award.

The Port will negotiate the specific scope of services, budget, deliverables, and timeline with qualified Respondents selected for contract negotiations. There is no guarantee of a contract award, minimum amount of work, or compensation for any Respondent(s) selected for contract negotiations.

The selected Contractor(s) must provide effective program management and timely submission of deliverables and invoices to the Port. The Contractor(s) must ensure that it is able to manage all contract communication and administrative responsibilities promptly and effectively. The Port will evaluate the Contractor's performance levels throughout the contract duration to assure that these performance levels are maintained.

### **2.2 Program Goals**

The purpose of as needed contracts is to ensure compliance with federal, state and local environmental protection regulations, and to reduce risk of hazards to human health and the environment.

### 2.3 Program Scope

Due to the nature of as-needed services, the Port will not define in advance the specific scopes of work for the subject contracts. The following types of work and disciplines are those the Port anticipates requiring as part of this Program. The Port does not guarantee that any or all of the following categories will be required; this table serves only as a guide.

MAJOR CATEGORIES	MINOR CATEGORIES
Environmental Engineering	Environmental Information Management Systems and Database Development
Site Investigation	Biological Surveys and Monitoring
Site Remediation Planning and Design	Environmental Risk Assessment and Risk Management
Construction and Remediation Site Environmental Inspection (Mitigation Monitoring and Reporting Program Compliance)	Hazardous Materials and Solid Waste Management
Environmental Planning and Permitting	
Dredging Program Support (sediment characterization, permitting, inspection)	
Storm Water Management	
Industrial Hygiene Services	
Climate Change Planning	

Contractors may be required to perform studies and investigations, prepare plans, specifications and cost estimates, write reports, and perform field inspections for various types of regulatory, environmental, and health and safety issues. For example, Contractors may expect their contract services to include the following types of work:

- Environmental Characterization and Compliance:** Materials testing for purposes of protecting human health and the environment and to determine proper handling, storage, treatment, and disposal procedures. This includes but is not limited to evaluation of: soil, sediment (including sediment characterization for Port Maintenance Dredging), storm water, surface and groundwater, air, noise, and aquatic and terrestrial biological resources. Tasks may include site assessments; risk assessment and management; feasibility studies; data evaluation and management; remediation and monitoring; and environmental audits. Applicable laws and regulations include but are not limited to: California Health and Safety Code, California Code of Regulations Title 22, San Francisco Health Code Article 22A, Toxic Substances Control Act, and Resource Conservation and Recovery Act.
- Environmental Review, Permitting, and Permit Compliance:** Permit negotiations, filing applications, compliance program implementation, training, tracking and reporting, regulatory risk evaluation, developing compliance policies and protocols, sampling and analysis of discharges to waters of the State, storm water program management, compliance with Bay Area Air Quality Management District and California Air Resources Board programs including development of maritime-related air emission inventories, emissions reduction strategies, and emissions reduction reporting, mitigation monitoring, operations, construction and remediation site environmental inspection, and Port Maintenance Dredging Program permitting, reporting, and inspection. Regulatory authorities include, but are not limited to: the San Francisco Planning Department, U.S.

Army Corps of Engineers, Regional Water Quality Control Board, U.S. Fish and Wildlife Service, California Department of Fish and Game, Bay Area Air Quality Management District, San Francisco Department of Public Health and the S.F. Bay Conservation and Development Commission.

- **Hazardous Materials, Hazardous Waste, and Solid Waste Management:** Materials and waste storage, use, transport, lawful disposal and manifesting; creating and implementing operations plans; underground storage tank management, evaluation of health and safety concerns, training, and identifying permit requirements.
- **Industrial Hygiene Services:** Lead and asbestos surveys, work plan development, and third-party oversight work.
- **Geographic Information Systems/Information Management Systems:** Support for environmental applications including document control, development, analysis and maintenance of spatial data including data acquisition from field and remote methods; creation and implementation of spatial databases, including integration with existing databases and systems; development of web-based mapping tools and creation of maps and other figures.
- **Climate Change Assessment:** Greenhouse gas and carbon footprint evaluation, sea level rise vulnerability and preparedness, development of adaptive plans and strategies, including feasibility analysis and funding strategies.

#### **2.4 Additional As-Needed Services**

Subject to the Port's approval, the contract(s) awarded under this RFQ may be amended in accordance with City requirements to include further as-needed assistance from the Contractor related to the services described in this RFQ. The scope and cost of as-needed services will be determined and negotiated by the Port.

#### **2.5 Firm Fixed Price with a Per-Unit Cost Payment Structure**

The Port plans to negotiate firm fixed hourly rates (unit cost) for professional staff as detailed in Attachment V in the Program Cost Estimate section.

### **3. Pre-Proposal Conference**

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**3.1 Pre-Proposal Conference Attendance.** Attendance is recommended.

**3.2 Pre-Proposal Conference Objectives.** At the Pre-Proposal Conference, the Port will provide an overview of submission requirements, collect questions about the RFQ, and provide a networking opportunity for Respondents interested in prime contractor and subcontractor partnerships.

**3.3 RFQ Questions Deadline**

Upon conclusion of the Pre-Proposal Conference, **questions or requests for interpretation** will only be accepted by e-mail to [boris.delepine@sfport.com](mailto:boris.delepine@sfport.com) until the RFQ Questions Deadline.

Respondent-specific questions about compliance with the City's vendor requirements may still be directed to the contacts designated in this RFQ and its Attachments.

### **3.4 Pre-Proposal Conference Location and Time**

April 4, 2017 at 10:00 AM  
Bayside Conference Room  
Port of San Francisco  
Pier 1, San Francisco, CA 94111

This location is accessible by BART (Embarcadero) and a number of MUNI routes.

### **3.5 Pre-Proposal Summary**

A summary of the substantive information discussed at the Pre-Proposal Conference, and RFQ questions and answers will be posted on the Port of San Francisco's website at [www.sfport.com](http://www.sfport.com).

## **4. Response Submission Requirements**

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### **4.1 Time and Place for Submission of Responses**

Responses and all related materials must be received by the Response Deadline. Responses must be delivered to the Boris Delepine, Port of San Francisco, Pier 1, San Francisco, CA 94111.

Postmarks will not be considered in judging the timeliness of submissions. Responses submitted by e-mail or fax will not be accepted. Late submissions will not be considered, including those submitted late due to mail or delivery service failure. Note that Respondents hand-delivering Responses to the Port may be required to open and make packages accessible for examination by security staff.

### **4.2 Response Package**

Use Attachment V, Response Template for your Response. Responses should provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFQ. Failure to abide by the requirements cited in the RFQ may result in delays and subsequent disqualification for contract award.

The following items must be included in your Response Package, clearly marked **RFQ# PRT1617-17 and As-Needed Environmental and Related Professional Services**. All sections, pages, and other contents should be numbered and clearly labeled.

All documents must be submitted on recycled paper (30% or higher) and must be printed on double-sided pages (San Francisco Environment Code Sec. 506 (h)).

**A. Original printed Response (with original signatures) labeled as "Original"**

*Attachment I* Acknowledgement of RFQ Terms and Conditions

*Attachment II* CMD Local Business Enterprise Forms (in a separate sealed envelope marked "CMD Forms")

*Attachment III* City's Administrative Requirements

*Attachment IV* City's Agreement Terms and Conditions

*Attachment V* Response Template

**B. One (1) CD-ROM or flash drive containing entire contents of Response Package, including all Attachments except the Proposed Fee Schedule.** The CD-ROM or flash drive and each of the electronic files on the CD-ROM or flash drive must be labeled with the Respondent's name. All files should be submitted in *unprotected PDF or Word format*.

**C. Seven (7) complete, printed copies of Attachment V in 3-ring binders, including any sample reports or other attachments except the Proposed Fee Schedule.** Respondents are advised to review Attachments I through IV before beginning work on the Response Template in Attachment V to ensure they can meet the City's requirements.

**D. One (1) printed copy of the Proposed Fee Schedule in a separate sealed envelope.** To ensure that pricing information is not inadvertently lost or mishandled, the envelope containing the Proposed Fee Schedule should be packaged with the Response Package (i.e., the Proposed Fee Schedule should not be transmitted or delivered separately from the rest of your Response Package). The separate sealed envelope containing the Proposed Fee Schedule should be labeled with the RFQ# PRT1617-04 and Respondent's name.

## **5. Evaluation Criteria**

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This section describes the criteria that will be used for analyzing and evaluating the Responses. Respondents selected for qualification or subsequent contract negotiations will not be guaranteed a contract. This RFQ does not in any way limit the Port's right to solicit contracts for similar or identical services if, in the Port's sole and absolute discretion, it determines the Responses are inadequate to satisfy its needs.

### **5.1 Minimum Qualifications**

Any Response that does not demonstrate that the Respondent meets the Minimum Qualifications stated in Attachment V, Section B, by the Response deadline will be considered non-responsive and will not be evaluated or eligible for subsequent award of any contract.

### **5.2 Evaluation Process Overview**

Responses that satisfy the Minimum Qualifications referenced above will be evaluated and scored. The Port will appoint an Evaluation Panel responsible for evaluating and scoring Responses based upon the evaluation criteria described below. Thereafter, based upon the Evaluation Panel's scoring of Responses, Port staff will make a recommendation for contract awards to the Port Commission.



## Written Submittal and Oral Interview Evaluation and Scoring Criteria

Evaluation Criteria	Points	
	Written Submittal	Oral Interview
<b>As-Needed/Technical Approach (Attachment V, Section E)</b>	20	20
<ul style="list-style-type: none"> <li>• Understanding of the nature and implementation of As-Needed Professional Services Contracts required of the Port;</li> <li>• Approach to addressing and completing the tasks to be assigned on an as-needed basis;</li> <li>• Project Management capability and understanding of as-needed Contract Administration; and</li> <li>• Demonstrated ability to work with the public agency owner as a team; including other consultants hired to represent the owner.</li> </ul>		
<b>Prime Consultant and Team Experience (Attachment V, Section C)</b>	20	20
<ul style="list-style-type: none"> <li>• Expertise of the Consultant/Team in the fields necessary to complete the tasks listed in this RFQ;</li> <li>• Experience and results with similar professional services contracts involving the nature of work anticipated under this RFQ; and</li> <li>• Demonstrated capability to complete deliverables within the agreed budget and timeline.</li> </ul>		
<b>Assigned Project Staff (Attachment V, Section D)</b>	20	20
<ul style="list-style-type: none"> <li>• Relevant experience of staff assigned to the type of work anticipated in the RFQ;</li> <li>• Professional qualifications, including Professional Engineer, Qualified SWPPP Practitioner, Qualified SWPPP Developer, and Qualified Industrial Stormwater Practitioner.</li> <li>• Availability of assigned staff; and</li> <li>• Demonstrated capability in producing cost-effective project results.</li> </ul>		
<b>Organization (Attachment V, Section D)</b>	20	20
<ul style="list-style-type: none"> <li>• Current workload and resources;</li> <li>• Capacity and flexibility to complete high quality work in a timely manner;</li> <li>• Ability to perform on short notice and manage multiple disciplines; and</li> <li>• Presentation, clarity, organization of submittal, and responsiveness to project approach submittal requirements.</li> </ul>		
<ul style="list-style-type: none"> <li>• Depth of available subconsultant resources in each specified discipline and commitment to the contract. (Attachment V, Section D)</li> </ul>	10	10
<ul style="list-style-type: none"> <li>• Demonstrated commitment to cost effective and accountable contracting processes. (Attachment V, Section E)</li> </ul>	10	10
<b>TOTAL POINTS</b>	<b>100</b>	<b>100</b>

### 5.3 Evaluation Process, Interviews, and Selection for Contract Negotiations

Respondents must score 75 points or more, of the 100 possible points, for their written Responses to qualify for further consideration, including a possible oral interview. The Port intends, after the scoring of the written proposals, to “short list” and select no more than six (6) of the highest scoring Respondents for reference checks and for interviews with the Evaluation Panel.

Each Respondent should ensure that its key personnel and lead staff of proposed subcontractors to be assigned to the as-needed contract will attend the interview. Key personnel must include the proposed Program Manager and/or the proposed point of contact responsible for managing project resources, budget, timeline, deliverables and completion.

The Evaluation Panel will interview, evaluate, and score selected “short-listed” firms using a standardized set of questions 100 points using the criteria provided in Section 5.2. The Port intends to combine the scores from the evaluation of written proposals with the scores from the interviews, and then select the three (3) Respondents with the highest combined scores to enter into contract negotiations for the as-needed “master agreements.” The written proposal and oral interview scoring and selection process are summarized as follows:

Written Proposal Phase Maximum Score	Interview Phase Maximum Score	Combined Maximum Score
Qualifications: 100 points	Interview: 100 points	Total Score = 200 points
75 points minimum required to qualify for an interview.		Only the top (3) ranked Proposers will be selected for contract negotiations and potential contract award.

Reference checks will be used to verify the quality of staffing provided to prior clients, adherence to schedules/budgets, problem-solving capabilities, project management capabilities, and the quality of deliverables and outcomes. Please see Attachment I, Section 14, Release of Liability.

#### **5.4 As-Needed Contracting Approach**

Under the as-needed contract framework, the Port will use multiple but project-specific Contract Service Orders (“CSOs”) to formalize work scopes and fees with not-to-exceed amounts for the services under this RFQ. Respondents who are awarded as-needed contracts may be asked to respond to requests for quotes, requests for proposals, or other competitive processes for specific scopes of work to ensure that Port receives the best value for services. After funds for the CSO have been certified by the City Controller’s Office, a Notice to Proceed (“NTP”) will be issued to authorize the start of work. CSOs issued under as-needed contracts from this RFQ shall be paid by the Port a not-to-exceed fee, based on a firm fixed hourly unit-cost for professional staff and negotiated rates for reimbursable expenses acceptable to the Port.

Fee increases will be considered and approved by the Port in writing via contract or CSO amendment, in the Port’s sole and absolute discretion, if the Port determines that they resulted from (1) Port-initiated changes in scope; or (2) Materially different conditions that were unforeseeable. The Port will evaluate other fee increase requests on a case-by-case basis.

#### **5.5 Additional Selection Terms and Conditions**

The selection of any Respondent for contract negotiations shall not imply acceptance by the Port of all terms of the Response, which may be subject to further negotiation and approvals. If a satisfactory contract cannot be negotiated in a reasonable time with the selected Respondent/s, then the Port, in its sole discretion, may terminate negotiations and initiate negotiations with the next highest-ranked Respondent. The Port reserves the right at any time to approve, disapprove, or modify proposed plans, timelines and deliverables, provided that all modifications are within the scope of services sought by this RFQ.

If the selected Respondent fails to deliver the goods, services, or deliverables within the negotiated contract and the negotiated contract timeline or if the selected Respondent fails to meet the City’s acceptance criteria stated in the negotiated contract during the initial term of the contract, the Port reserves the right to terminate the contract.

## **6. Protest Procedures**

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The Port reserves the right to proceed with its Contractor selection and/or negotiations process during any protest period. The Port will cease its Contractor selection process only if and when it receives a notification of decision that is in favor of the protester.

## **6.1 Protest of Non-Responsiveness Determination**

Within five (5) working days of the Port's issuance of a notice of non-responsiveness, any Respondent that has submitted a Response and believes that the Port has incorrectly determined that its Response is non-responsive may submit a written notice of protest by mail or e-mail (fax is not acceptable). Such notice of protest must be received by the Port on or before the fifth (5<sup>th</sup>) working day following the Port's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Respondent, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the Port to determine the validity of the protest.

## **6.2 Protest of Contract Award**

Within five (5) working days of the Port's issuance of a notice of intent to award a contract under this RFQ, any Respondent that has submitted a responsive Response and believes that the Port has incorrectly selected another Respondent for award may submit a written notice of protest by mail or e-mail (fax is not acceptable). Such notice of protest must be received by the Port on or before the fifth (5<sup>th</sup>) working day after the Port's issuance of the notice of intent to award a contract.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Respondent, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the Port to determine the validity of the protest.

## **6.3 Delivery of Protests**

All protests must be received by the Port on or before the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the Port received the protest. Protests or notice of protests made orally (e.g., by telephone) or by fax will not be considered. Protests must be delivered to:

Boris Delepine  
Port of San Francisco  
Pier 1  
San Francisco, CA 94111  
[sfport-contracts@sfport.com](mailto:sfport-contracts@sfport.com)