



Request for Proposals
San Juan County
Environmental Health Science
Contractor

San Juan County Government
117 South Main Street
PO Box 9
Monticello, Utah 84535

Date of Issue:
November 10, 2023

I. INTRODUCTION

San Juan County seeks to contract with a licensed Environmental Health Scientist or Firm familiar with the people and geography of San Juan County to perform a variety of supplemental duties related to the providing, organizing, and coordinating district-wide environmental health programs, services, and regulatory functions with a focus on the highest priority needs to meet Utah Administrative Code for Environmental Health.

II. SCOPE OF WORK

Compliance – Support Departmental compliance with state minimum performance standards pursuant to Utah Administrative Code Rule R392

1. Ensure an ongoing program including the maintenance of an inventory of regulated entities and/or complaints for the following categories
 - a) food safety consistent with R392-100, R392-101, R392-103, R392-104, and R392-110;
 - b) schools consistent with R392-200;
 - c) recreation camps consistent with R392-300;
 - d) recreational vehicle parks consistent with R392-301;
 - e) public pools consistent with R392-302 and R392-303;
 - f) temporary mass gatherings consistent with R392-400;
 - g) roadway rest stops consistent with R392-401;
 - h) mobile home parks consistent with R392-402;
 - i) labor camps consistent with R392-501;
 - j) hotels, motels and resorts consistent with R392-502;
 - k) indoor clean air consistent with Section 26-38 and R392-510;
 - l) illegal drug operations decontamination consistent with R392-600;
 - m) Indoor tanning beds consistent with R392-700; and
 - n) investigation of complaints about public health hazards, including vector control.
2. Ensure proper ongoing documentation of inspections, corrective actions, and the process of receiving, investigating and the final disposition of complaints.
3. Inspections- Oversee inspections and certifications of homes and businesses to detect asbestos, radon gas, waste pollution, explosive gasses, poison, soil contamination, household hazardous material, etc. Inspect facilities when questions arise or when needed, respond to public complaints, review plans, collect samples, investigate outbreaks. In addition to the minimum performance requirements in R392, inspections may include; wastewater, pools, day cares, body art facilities, underground storage tanks, used oil, landfills, drinking water, solid and hazardous waste, chemical spills, air quality, and other establishments and situations and deemed relevant by the Health Officer or Board of Health.
4. Leadership, with a focus on highest priority tasks- Train employees, build capacity, schedule/delegate/prioritize work, ensure contracts are fulfilled, resolve conflicts and keep work consistent, participate in Public Health staff meetings when possible, write any variances requested, review legal notices sent out, meet with public officials to coordinate work, meet

with state officials to review rules and to propose changes, maintain working relationships with Federal, State, Local, and Tribal agencies as needed, work with county animal control, and Division of Wildlife Resources to help track and control zoonotic diseases, educate the public about environmental rules and emerging diseases, coordinate efforts with the Health Officer, keeping the Health Officer informed about environmental health, coordinate environmental laboratory testing.

5. Enforcement Official- Issue citations, consult with county attorneys to determine legal action, work with local law enforcement in threatening situations.

6. Emergency Response- Coordinate with the Emergency Response Coordinator (ERC), Department of Environmental Quality, and county emergency management to ensure that chemical spills, algal blooms, sewage spills, or potential environmental contaminants receive appropriate responses. Respond to health emergencies such as pandemic flu and other disease outbreaks to assist the ERC and/or Director as needed. Coordinate efforts with other responsible entities. Assist in the training of staff.

III. COSTS/FEES

The maximum fee for the services sought through this RFP will be the selected Vendor’s¹ proposal price and hourly fee for said services. Vendors shall submit a fee proposal similar to the Form Fee Proposal below for all individuals that the Vendor anticipates will provide services in connection with this RFP.

| <u>Form Fee Proposal</u> | |
|---|-------------------|
| | <u>Total Cost</u> |
| Cost for hourly service or what you are asking for? | |
| | |
| Bidding and Award | |
| | |
| Grand Totals: | |

The price proposal for this Project shall be submitted on “Attachment A” provided in this RFP. This price shall include all fees and costs as a maximum fee for the provisions indicated in the Project Scope of Work as described above.

Please submit an hourly rate schedule using the form above which will be utilized for changes in the scope of services approved by San Juan County.

IV. PROPOSAL SUBMISSION REQUIREMENTS

All proposals submitted for evaluation should include, but are not limited to, the following:

¹ The term “Vendor,” as used in this RFP, means an individual or entity who is seeking to enter into a contract with San Juan County to provide San Juan County with services, including but not limited to, an individual or entity who submits a proposal in response to this RFP.

- A. San Juan County RFP Form: The County’s Request for Proposal form was completed and included on page 1 in the bid packet. (Attachment A)
- B. Introduction: This section consists of a cover letter, an executive summary (two pages maximum), and an organizational chart showing the team involved including individual members, all organizations, relationships, and addresses abilities including a biography and resume of key members who will be involved in the project. Resumes of Principals shall be included. Provide a minimum of three references, including the name, address, and telephone number of persons who can attest to the performance, qualifications, and experience on like projects.
- C. Vendor Qualifications and Experience with UCA Rule R392 (IIA), (IIB) and (IIC): A narrative that specifically addresses the firm’s or individual’s experience in working with the County government with the capability to successfully perform the required services requested in the RFP’s scope of work, previous work with inspecting and Conducting Environmental Health Services and Inspections or involvement on similar projects and the specific project described.
- D. Proposal: This section should cover such things as the approach to the RFP’s scope of work; the proposed schedule of the work to include a project timeline with availability; project strategy; the methodology used to control costs, maximize economies of scale and ensure operational effectiveness; identify outputs to be delivered; and identify advantages of the proposal to San Juan County.
- E. Fee Schedule: A detailed fee schedule proposed to be charged for the services to be performed.

Proposals in non-standard formats cannot be emailed for considerable analysis. Failure to follow the prescribed format may result in the rejection of the proposal.

Proposals are due on November 30th by 4:00 PM Mountain Standard Time.

V. SAN JUAN COUNTY’S REQUEST FOR PROPOSALS POLICY

Each Vendor who submits a proposal in response to this RFP agrees to comply with and be bound by San Juan County’s Request for Proposals section within the San Juan County Purchasing policy that is in place at the time that this RFP was issued. Each Vendor may request and receive a copy of San Juan County’s Request for Proposals policy by sending an email to Purchasing Agent and County Chief Administrative Officer Mack McDonald at mmcdonald@sanjuancounty.org and requesting a copy of San Juan County’s Request for proposals policy.

VI. EVALUATION CRITERIA

Submitted Proposals will be evaluated and scored by the selection committee based on the following criteria:

The criteria listed below will be considered when making an evaluation of the proposals. Proposals for each service will be evaluated separately.

| % OF SCORING WEIGHT | EVALUATION CRITERIA |
|---------------------|--|
| 10% | <ul style="list-style-type: none"> • Introduction of Firm, Employees conducting the scope of work experience and performance history. |
| 30% | <ul style="list-style-type: none"> • Experience fulfilling standards in UCA Rule R392 (IIA above) • Expertise and experience as an Environmental Health conducting inspections and in leadership as described in the scope (IIB & IIC) |

| | |
|-----|---|
| | <ul style="list-style-type: none"> Quality of response to RFP connected directly to related experience in firm’s or individual’s experience with the capability to successfully perform the required services. |
| 20% | <ul style="list-style-type: none"> Demonstrated ability to perform the Scope of Work Detail of submitted work plan, schedule and proposed project approach |
| 20% | <ul style="list-style-type: none"> Responsiveness of the proposal is clearly meeting the needs of the services to be performed: <ol style="list-style-type: none"> (1) Proposal meets the needs of the County. (2) Proposal meets deliverables desired. |
| 20% | <ul style="list-style-type: none"> Rate Schedule Detailed Rate Schedule |

VII. PROJECTED SCHEDULE FOR THE RFP PROCESS

The County reserves the right to modify this schedule at its sole discretion.

| <u>Activity</u> | <u>Date</u> |
|---|-------------------|
| Request for Proposal Issued | November 10, 2023 |
| Virtual Meet for Q&A | November 20, 2023 |
| Last day to submit questions via e-mail | November 29, 2023 |
| Proposal Due Date | November 30, 2023 |
| Notice of Award | December 5, 2023 |

VIII. WRITTEN CONTRACT REQUIRED

The selected party must be willing to enter into a written contract with San Juan County. A binding agreement between San Juan County and the selected party is dependent upon the negotiation, preparation, and execution of a formal contract. At any time prior to the execution of a binding agreement executed by both parties, San Juan County may, in its sole discretion, stop the selection process and decline to enter into an agreement for the subject matter herein.

IX. INQUIRIES

All inquiries relating to the specifications or proposal procedure should be directed in writing through e-mail to the Purchasing Agent, Mack McDonald at mmcdonald@sanjuancounty.org. The last day and time to submit questions will be 4:00 p.m. on November 29, 2023 **Please do not contact the agency, division, department, or other County officers or employees.**

An initial virtual meeting discussion explaining San Juan County’s needs concerning the Environmental Health Science Contractor and further explanation on the Scope of Work including a question-and-answer opportunity held on November 20, 2023 at 3:00 PM located on the following Google Meet Video call link: <https://meet.google.com/rza-xjij-btu> Or dial: (US) +1 478-419-0132 PIN: 833 495 166#

X. REQUEST FOR FINAL AND BEST OFFERS

Among other options at San Juan County's disposal, San Juan County may request a final and best offer at any time during the RFP process. If San Juan County exercises this option, the interested party shall respond prior to the deadline established by San Juan County when the option is exercised. If the interested party fails to timely provide a final and best offer, the best offer made by the interested party prior to the exercise of this option will be considered by San Juan County as the final offer of the interested party.

XI. PROTESTS

As further described in San Juan County's Request for Proposals policy, which is incorporated herein by this reference, any proposer who submitted a timely filed proposal that was not rejected by either the evaluation committee or the Purchasing Agent may file a protest. In order to be timely, a protest must be submitted, in writing, to the San Juan County Board of County Commissioners no later than six calendar days after the date that the *Notice of Intent to Engage in Contract Negotiations* was sent by the Purchasing Agent to the applicable Vendor. Protests that are not submitted in a timely manner to the San Juan County Board of County Commissioners shall be rejected by San Juan County.

XII. SAN JUAN COUNTY MAY TERMINATE THE RFP PROCESS OR DECIDE NOT TO ENTER INTO A CONTRACT

As further described in San Juan County's Request for Proposals policy, which is incorporated herein by this reference, San Juan County may terminate the RFP process regarding this RFP for any reason and at any time prior to the execution of a contract by a proposer and San Juan County regarding the services sought through this RFP. Moreover, San Juan County may decide not to enter into a contract with any proposer to provide the services sought through this RFP.

XIII. CONTRACT AND PROPOSAL INFORMATION

All proposers who submit a proposal in response to this RFP acknowledge that they have each read and understand this RFP and agree to be bound by the terms and provisions of this RFP, including, but not limited to, the following:

- A. Firm Pricing: All prices, quotes, or proposals shall remain firm for the duration of the RFP process regarding this RFP and until a contract regarding this RFP is executed by San Juan County and a Vendor or San Juan County decides not to enter into a contract with any Vendor to provide the services sought through this RFP. A Vendor's failure to comply with these provisions may result in the rejection of the Vendor's proposal.
- B. Governing Law and Exclusive Jurisdiction and Venue: Any contract between San Juan County and a Vendor regarding this RFP will be interpreted, construed, and given effect according to the laws of the state of Utah and the ordinances of San Juan County, and the courts within San Juan County, Utah shall have the sole and exclusive jurisdiction and venue regarding any such contract. No contract will be assigned, in whole or in part, without the written consent of San Juan County.
- C. Licensing: The selected Vendor shall obtain all applicable federal, state, and local licenses before any contract between San Juan County and the Vendor regarding this RFP is executed. The selected Vendor must maintain for the duration of the contract between San Juan County and the Vendor regarding this RFP.
- D. Registration: All Vendors shall be registered with the Utah State Division of Corporations and Commercial Code to perform business in the state of Utah. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849, or toll-free at 877-526-3994 or by accessing: www.commerce.utah.gov.

- E. Public Domain: Interested Parties are advised that Utah law and San Juan County ordinances provide that, upon the full execution of a contract subsequent to an RFP, the contents of a selected proposal relating to this RFP may be placed in the public domain and become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), Utah Code Ann. 63G-2-101 et seq. and County ordinance. Please refer to Section XVI below for specific details regarding the protection of certain information.
- F. Modifying or Withdrawing Proposals: Interested parties may modify or withdraw their proposals at any time prior to the proposal due date. Interested parties may withdraw their proposals if San Juan County and the selected interested party cannot agree on contract terms.
- G. Independent Contractors: Interested party agrees that if he/she/it enters into a contract with San Juan County, he/she/it will be an independent contractor and have no authority, express or implied, to bind San Juan County to any agreements, settlements, liability, or understanding whatsoever with any third party and will have no interest in any benefits provided by San Juan County to its employees.
- H. Free and Competitive Bidding: Any agreement or collusion among prospective interested parties to fix a price or limit competition shall render the proposal void and such conduct shall be unlawful and subject to criminal sanction.
- I. Insurance: If awarded the contract, an interested party will, at its sole cost and expense, secure and maintain both prior to the commencement of the term of the contract and for the duration of the contract, insurance coverage as follows:
 - (1) General Liability Insurance as follows: Occurrence form commercial general liability insurance with the following minimum limits:
 - (a) Each Occurrence - \$1,000,000.00;
 - (b) Damage to Rented Premises – \$50,000.00;
 - (c) Med. Exp. (Any one person) – \$5,000.00;
 - (d) Personal & Adv. Injury – 2,000,000.00;
 - (e) General Aggregate - \$2,000,000.00;
 - (f) Products – Comp/Op Agg. - \$2,000,000.00; and
 - (g) Media Liability- \$1,000,000.00
 - (2) Automobile Liability Insurance: With minimums to satisfy the state of Utah’s requirements;
 - (3) Workers Compensation and Employers’ Liability: With minimums to satisfy the state of Utah’s requirements or a valid waiver issued by the appropriate department of the state of Utah; and
- J. Indemnification: If awarded a contract and consistent with the terms and provisions of the written contract between San Juan County and the selected party, the selected party, for itself, and on behalf of its representatives, among others, shall agree and promise to indemnify, defend, save and hold harmless San Juan County, and San Juan County’s representatives, among others, from any and all claims, among other things.
- K. Infringement: An interested party shall not infringe on patents, copyrights, trademarks, or intellectual property rights. The consequences from violation, including costs of defending a claim and indemnification from an action of a claim by a third party, shall be borne by the selected party.
- L. Warranties. If products, goods, or otherwise will be supplied or provided by the selected party, the selected party shall agree to the specific warranty provisions that will be set forth in the written contract entered into between San Juan County and the selected party.

M. Conflicting Terms of Provisions: If any portion of this RFP conflicts in whole or in part with a written agreement entered into between the selected party and San Juan County subsequent to the issuance of this RFP, the subsequent written agreement between the selected party and San Juan County shall control.

XIV. RFP SUBMISSION REQUIREMENTS AND NOTICE TO INTERESTED PARTIES ON HOW TO POTENTIALLY PROTECT CERTAIN PORTIONS OF THEIR PROPOSALS

All interested parties shall submit five (5) copies of their proposal to San Juan County along with the completed form attached as "Attachment A" hereto. Four copies of the interested party's proposal shall be full and complete copy and shall be submitted in hard copy form by either mailing or hand-delivering such copy as follows:

If Provided by Mail:

San Juan County
Attn: Mack McDonald
117 South Main Street
PO Box 9
Monticello, Utah 84535

If Provided by Hand Delivery:

San Juan County
Attn: Mack McDonald
117 South Main Street, Room #202
Monticello, Utah 84535

The fifth copy shall be submitted in "PDF" form. This copy may be submitted on a CD, flash drive, or other electronic storage medium and provided, along with the first copy, either in the mail or by hand delivery.

If Provided by Email:

Email one "PDF" as an attachment to mmcdonald@sanjuancounty.org

If the interested party's proposal either does not contain information that may be protected under Section 63G-2-305(1) or (2) of the Utah Code or the interested party does not want to protect information that could be protected under Section 63G-2-305(1) or (2) of the Utah Code, then the interested party's second copy of its proposal, provided in "PDF" form, shall be a full and complete copy of the interested party's proposal.

If, however, the interested party's proposal does contain information that may be protected under Section 63G-2-305(1) and/or (2) of the Utah Code, and the interested party would like to protect such information in its proposal, then the interested party shall comply with Section 63G-2-309 of the Utah Code.

If the interested party does not strictly comply with all of the foregoing provisions of this section, San Juan County, upon receiving a GRAMA request for the interested party's proposal, will release a full and complete copy of the interested party's proposal.

All costs associated with the preparation of the proposal, as well as any other related materials, will be the sole responsibility of the interested party. All proposals become the property of San Juan County upon submission. San Juan County reserves the right but is not obligated, to reject any or all proposals submitted.

Further submission requirements are set forth in the sections below:

Attachment A

San Juan County RFP Form

Respondent Information: Provide the following information about yourself and your company.

Respondent Name: _____
(Note: give exact legal name as it will appear on the contract if awarded)

Address: _____

City: _____ State: _____ Zip: _____

Business Structure:

- _____ Individual or Sole Proprietorship
- _____ Partnership
- _____ Corporation
- _____ Limited Liability Company
- _____ Other, list business structure _____

Insurance Certificate: _____ Copy of insurance certificate, or _____ You are willing to get the proper insurance requirements if awarded the contract during contract negotiation.

Contact Information: List the one person who San Juan County or their representative may contact concerning your proposal.

Name: _____
Telephone Number: _____
E-Mail: _____

Final Bid/Pricing Structure:

By submitting this proposal, _____ hereby certifies our willingness to enter into a contract with San Juan County, if selected.

Signature _____ Date _____