County of San Luis Obispo
General Services Agency
Janette D. Pell, General Services Agency Director
Helen McCann, Department Administrator

REQUEST FOR PROPOSAL PS- #1008
Human Health Risk Assessment Review-Toxicologist

November 26, 2008

The County of San Luis Obispo is currently soliciting proposals for professional services for Human Health Risk Assessment Review-Toxicologist.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

If your firm is interested and qualified, please submit four (4) copies of your proposal by 3:00 p.m. on December 18, 2008 to:

County of San Luis Obispo
Phill Haley, General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Curtis Batson at (805) 781-5550.

PHILL HALEY
Buyer – GSA-Purchasing
phaley@co.slo.ca.us

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TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: LOCAL PROPOSERS PREFERENCE

The County of San Luis Obispo has established a local vendor preference. All informal and formal Request for Proposals for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate RFP's (Request For Proposals) considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in County proposals.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name:_____

Authorized Individual:_____ Title:_____

Signature:_____ Dated: _____

PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of four (4) copies must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on December 18, 2008. Late proposals will not be considered.

2. All correspondence should be directed to:

   San Luis Obispo County
   General Services Agency
   1087 Santa Rosa Street
   San Luis Obispo, CA 93408
   ATTENTION: Phill Haley
   Telephone: 805-781-5904
   phaley@co.slo.ca.us

3. Costs of preparation of proposals will be borne by the proposer.

4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.

5. Selection of qualified proposers will be by an approved County procedure for awarding professional contracts.

6. This request does not constitute an offer of employment or to contract for services.

7. The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this request.

8. The County reserves the option to retain all proposals, whether selected or rejected.

9. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.

10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to a consideration of the professional service fee.

11. Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.

12. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.

PROPOSAL FORMAT

A qualifying proposal must address all of the following points:

1. Project Title

2. Applicant or Firm Name

3. Firm Qualifications

   a. Type of organization, size, professional registration and affiliations.

   b. Names and qualifications of personnel to be assigned to this project.

   c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.

   d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.

   e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.

4. Understanding of and Approach to the Project

   a. Summary of approach to be taken.

   b. Description of the organization and staffing to be used for the project.

   c. Indication of information and participation the proposer will require from County staff.

   d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.

5. Fees and Insurance

   a. Propose total fixed fees to complete project as described under Project Scope.

   b. The selected Consultant will be required to provide insurance coverage in the amount of $ 1,000,000 General Liability Insurance and $ 1,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.

   c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

d. Indemnification:

Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.

2. Professional malpractice.

3. Willful, intentional or other wrongful acts, or failures to act.

4. Negligence or recklessness.

5. Furnishing of defective or dangerous products.

6. Premises liability.

7. Strict Liability.

8. Violation of civil rights.

9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Consultant is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and “hold harmless” rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

Introduction

The **San Luis Obispo County Health Agency** is issuing this Request for Proposals for services to perform human health risk assessment (HHRA) review and technical support related to risk assessment, risk management, and risk-based remedial actions on various projects. The work will be conducted in accordance with current USEPA and CalEPA risk assessment guidance. The approach for the review tasks will be to evaluate the technical basis of each HHRA, including a review of the data employed in the HHRA, the conceptual site model, exposure assumptions, risk calculations, and conclusions reached by the author(s). Written comments will be provided to San Luis Obispo County Health Agency, Environmental Health Services (EHS) for each document reviewed.

Scope of Work

Human Health Risk Assessment (HHRA) Reviews

1. Data Review and Confirmation of Chemicals of Potential Concern

The analytical data for chemical concentrations in environmental media will be reviewed and the data usability evaluation will be evaluated in view of USEPA Guidance for Data Usability in Risk Assessment (USEPA, 1992). The defensibility of the selection of chemicals of potential concern (COPCs) will be confirmed.

2. Conceptual Site Model and Exposure Assessment

The conceptual site model (CSM), which illustrates sources, potential release and transport mechanisms, potential exposure pathways and potential receptors, will be reviewed in light of relevant guidance (USEPA, 1988, 1989, 1992; CalEPA, 1994).

The exposure assessment will be evaluated in light of the CSM and site-specific information. Complete exposure pathways, transport modeling, and dose calculations will be confirmed.

3. Risk Characterization and Uncertainty Analysis

Carcinogenic and noncarcinogenic risks to public health, quantified in the HHRA, will be evaluated by reviewing the data, modeling, and assumptions used in risk calculations, including the use of current CalEPA and USEPA toxicity criteria (i.e., cancer slope factors and noncancer reference doses/reference exposure levels). For cases where lead is identified as a COPC, blood lead modeling will be confirmed.

4. Written Comments

Following review of the HHRA, review comments will be provided in a technical memorandum to EHS.

Other Support Tasks Related to Risk Assessment, Risk Management, and Risk-Based Remedial Actions.

Other support tasks related to risk assessment, risk management, and risk-based remedial actions will be conducted when requested. Documents that may be reviewed include sampling and analysis work plans and remedial action-related reports. This task also includes attendance at meetings, where and when requested.

Term

The term of the proposal shall be for fiscal year 2008-09 and shall be renewable each fiscal year for up to four years. Consultant shall provide the specific proposal, costs and services to be provided in each fiscal year.

Proposal Components

Your proposal should include the following components:

1. Cover Letter - The cover letter shall introduce the Consultant and summarize its qualifications. The cover letter should also contain the location of the firm's home office and names, title, address and telephone numbers of the individual(s) assigned to the project.
2. Description of Proposed Services - This section is to provide an outline of the Consultant's approach and scope of services for completing the project generally described above.
3. General Description of the Firm & Experience - The Consultant shall provide a general description of the firm, including a brief history, types of services provided, and its experience in providing similar services as those requested in this RFP.
4. Personnel to be Assigned - A project manager must be designated and must be the principal contact for the **San Luis Obispo County Health Agency**. This section shall also identify any other individuals who will perform the primary tasks for the project.
5. Proposed Fee Schedule - The Fee Schedule should reflect the total costs for all personnel, materials and services necessary to complete the scope of services requested in this RFP.
6. References - This section shall consist of a list of at least five (5) clients (include names of contact persons, telephone numbers, and a brief description of the work performed) for whom the Consultant has performed services similar to those required by the **San Luis Obispo County Health Agency**. Please do not include information on projects that are not similar in scope and character to the proposed project.

Selection Procedures

Proposals will be evaluated by a selection committee, which may be comprised of **San Luis Obispo County Health Agency** staff members, outside experts and other interested individuals. The method of selection will be based on the criteria and considerations set forth below.

Evaluation Criteria

1) Understanding of the work required by the **Health Agency**.

2) Quality and responsiveness of the proposal to the stated requirements.

3) Demonstrated competence and professional qualifications necessary for satisfactory performance of the work required by the **Health Agency**.

4) Experience in successfully performing similar services with particular focus on human health risk assessment reviews.

5) Proposed approach in completing the work.

6) References.

7) Background and related experience of the specific individuals to be assigned to this project.

8) Proposed compensation.

9) As reflected above, a contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the **Health Agency**. Given that the expertise required for this RFP is highly specialized, the **Health Agency** reserves the right to negotiate a contract with the firm determined to offer unique and unmatched expertise. After evaluating the proposals, the **Health Agency** reserves the right to further negotiate the proposed scope of work, method of delivery and amount of compensation.