

**LOS ANGELES COUNTY
DEPARTMENT OF HEALTH SERVICES**



**REQUEST FOR QUALIFICATIONS
FOR
EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

RFQ No. HS-1155

FEBRUARY 2024

**PREPARED BY
DEPARTMENT OF HEALTH SERVICES
CONTRACTS AND GRANTS DIVISION**

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1.0 INTRODUCTION

1.1 PURPOSE AND OVERVIEW

This Request for Qualifications No. HS-1155 ("RFQ") for Equipment Maintenance and Repair Services ("EMARS" or "Services") issued by the Department of Health Services ("DHS" or "Department") of the County of Los Angeles ("County") solicits responses ("Response(s)") from qualified entities, including companies and individuals (each a "Respondent" or a "Vendor"), that are interested in providing testing, inspection, preventive maintenance and repair, for any or all Equipment identified in Appendix D (Pricing Schedule) to this RFQ for the County hospitals and other facilities ("Service Site(s)"), as further described in Appendix B (Statement of Work) to the RFQ. The Services provided as a result of the RFQ, among others, are needed for the Service Sites to maintain compliance with all applicable local, State and Federal requirements (e.g. The Joint Commission, California Code of Regulations Title 22, etc.).

Vendors that do not currently have an executed EMARS Agreement and those that do may submit a Response to this RFQ to qualify for at least one (1) Equipment Category (new or additional), as further described in Section (Response Submission Instructions) below.

1.2 DEFINITIONS AND APPLICABLE DOCUMENTS

Unless otherwise specified herein, (i) references to Paragraphs of Appendix A (Required Agreement) to this RFQ shall be made to the Base Agreement under such Appendix A (Required Agreement); and (ii) those terms and phrases with the initial letter capitalized that are not expressly defined herein shall have the meanings given to such in the Base Agreement under Appendix A (Required Agreement) or Appendix B (Statement of Work) to the RFQ.

Attached to and referenced in this RFQ are the following documents, which may also have Exhibits, Attachments and/or Schedules attached to them:

- Appendix A (Required Agreement) – Required County's standard contract terms and conditions that will be the basis of any resultant Agreement.
- Appendix B (Statement of Work) – General requirements for provision of EMARS regardless of Equipment Categories for which Services are solicited under this RFQ.
- Appendix C (Equipment Categories) – Listing of Equipment Categories for which Services are solicited under this RFQ, together with the specific Statement of Work provisions that may be applicable to any Equipment Categories.
- Appendix D (Pricing Schedule) – Schedule of rates and fees for Equipment Categories for which Services are solicited under the RFQ, that must be submitted by Respondent for each Equipment Category for which the Respondent intends to qualify.
- Appendix E (Required Forms – Respondent Specific) – Forms specific to Respondent as an entity that must be submitted only once by any Respondent without a current EMARS Agreement in good standing in order to be considered for a new EMARS Agreement award.
- Appendix F (Required Forms – Category Specific) – Forms specific to Equipment Categories for which Services are solicited under the RFQ, including any Addenda thereto, that must be submitted by Respondent for each Equipment Category for which the Respondent intends to qualify.

- Appendix G (Response Instructions and Checklist) – Response guidelines and checklist of documents and forms to be submitted in response to the RFQ.

1.3 CONTACT WITH COUNTY PERSONNEL

All contact and any questions regarding this RFQ or any matter relating thereto, including submission of a Response to the RFQ, must be in writing and must be emailed to the County's point(s) of contact identified below ("Contract Administrator(s)"):

Andrew Lee at alee@dhs.lacounty.gov

Vendors are specifically directed not to contact any other County person or agent for any matters related to this RFQ. If it is discovered that a Vendor contacted and received information regarding this solicitation from any County personnel other than the Contract Administrator(s) identified above, County may, in its sole discretion, disqualify any such Vendor's Response to the RFQ from further consideration.

2.0 OVERVIEW OF SOLICITATION PROCESS

2.1 REQUEST FOR QUALIFICATIONS

This RFQ solicits Responses from interested and qualified Respondents that comply with all provisions of and provide all requested information as specified in the RFQ in order to be considered for a new EMARS Agreement award or for provision of Services for additional Equipment Categories pursuant to a current executed EMARS Agreement, as applicable. The RFQ will remain open and continuous for as long as County may have a need for Contractors for provision of Services for the Equipment Categories identified in the RFQ, including any Appendices thereto, and as authorized by County's Board of Supervisors ("Board"). The RFQ can be accessed on *Doing Business with Los Angeles County Open Solicitations* page at <https://doingbusiness.lacounty.gov/open-solicitations>.

2.2 UPDATING EQUIPMENT CATEGORIES

This RFQ may be amended by County to add or delete Equipment Categories for which the RFQ will remain open, based on the needs of the County. Any such change will be effected by an Addendum to the RFQ, which will, among others, update the list of Equipment Categories (Appendix C, Exhibit A), as well as the Pricing Schedule (Appendix D) and Category Specific SOW (Appendix C, Exhibit B) for each current Equipment Category. A Vendor with a current executed EMARS Agreement interested in qualifying for provision of Services for any of the Equipment Categories added pursuant to an RFQ Addendum may submit a Response to the RFQ for such added Equipment Categories in accordance with Section 3.0 (Response Submission Instructions) below.

3.0 SOLICITATION REQUIREMENTS REVIEW

3.1 REQUESTS FOR SOLICITATION REQUIREMENTS REVIEW

A Vendor may seek a Solicitation Requirements Review relating to the RFQ by submitting to DHS a completed Exhibit C (Transmittal Form to Request Solicitation Requirements Review) under Appendix F (Required Forms – Category Specific) to the RFQ, as described in this Section below. A request for a Solicitation Requirements Review must be submitted within ten (10) calendar days from the date of the release by County of the RFQ or an Appendix to the RFQ, as applicable, in response to which the Vendor intends to qualify ("Release Date"). A request for a Solicitation Requirements Review may be denied, in DHS's sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made within the time frame identified in this Section above;
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Response;
3. The request itemizes in appropriate detail each matter contested and factual reasons for the requested review; and
4. The request asserts that either:
 - a. application of the Minimum Mandatory Requirements, review criteria and/or business requirements unfairly disadvantages the person or entity; or
 - b. due to unclear instructions, the process may result in the County not receiving the best possible Responses from prospective Vendors.

3.2 DEPARTMENT'S DETERMINATION

Requests for a Solicitation Requirements Review not satisfying all of these criteria may, in the Department's sole discretion, be denied. The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting Vendor, in writing, within reasonable time from the Department's receipt of a timely submitted request for the review.

4.0 RESPONSE SUBMISSION INSTRUCTIONS

For a Vendor's Response to be considered for a new EMARS Agreement award or for provision of Services for additional Equipment Categories pursuant to a current executed EMARS Agreement, Vendor must comply with all provisions and requirements of this RFQ and provide all requested information and completed forms for at least one (1) Equipment Category, as specified below.

4.1 MINIMUM MANDATORY REQUIREMENTS

Respondent must meet all minimum qualification requirements described under either Option 1 or Option 2 below ("Minimum Mandatory Requirements") for each Equipment Category for which such Respondent intends to qualify, as specified in Exhibit A (Minimum Mandatory Requirements Verification) under Appendix F (Required Forms – Category Specific) to the RFQ. The Minimum Mandatory Requirements are subject to verification by DHS. The Department, at its sole discretion, may disqualify any Respondent that does not meet the applicable Minimum Mandatory Requirements or whose qualifications cannot be verified by the Department.

4.2 REQUIRED RESPONSE DOCUMENTS

Vendors must complete and submit in an electronic format by email to the Contract Administrator identified above the Response documents, together with all supporting documentation, as specified below.

4.2.1 INTERESTED VENDORS WITHOUT CURRENT EMARS AGREEMENT

Respondents to the RFQ that currently do not have an executed EMARS Agreement in good standing must complete and submit the following forms and certifications in order to be considered for an EMARS Agreement award:

1. Appendix E (Required Forms – Respondent Specific)
 - Exhibit A (Organization Questionnaire/Affidavit and CBE Information)

- Exhibit B (Certification of No Conflict of Interest)
- Exhibit C (Charitable Contributions Certification)

Vendors with current executed EMARS Agreements may be required by DHS to complete and submit any of the above forms and certifications to the extent such need to be updated since the previous submission in response to an EMARS solicitation.

4.2.2 ALL INTERESTED VENDORS

All Respondents to the RFQ, including (i) those that do not currently have an executed EMARS Agreement in good standing and (ii) those that do currently have an executed EMARS Agreement in good standing, but are interested in qualifying for provision of Services for additional Equipment Categories, must complete and submit the following for each Equipment Category for which they would like to be considered for provision of Services hereunder:

1. Appendix F (Required Forms – Category Specific)
 - Exhibit A (Minimum Mandatory Requirements Verification)
 - Exhibit B (Project References)
2. Appendix D (Pricing Schedule)
3. Appendix G (Response Instructions and Checklist)

4.3 **MANDATORY REGISTRATION ON COUNTY'S WEBVEN**

All potential Contractors must register on the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods and services that the Vendor's business provides. Registration can be accomplished online via the County's home page at <http://camisvr.co.la.ca.us/webven/>.

5.0 **REVIEW AND SELECTION PROCESS**

The review and selection process of Responses to the RFQ is intended to allow County the maximum flexibility in engaging the Services of Respondents based on the needs and best interests of the County. County, therefore, reserves the sole right to exercise its judgment concerning the review of the contents of the Responses submitted pursuant to this RFQ and to determine which Respondent(s) best serve the needs and interests of the County, taking into consideration to the extent applicable, among others, Response submission date and proposed rates and fees for Services.

5.1 **REVIEW OF RFQ RESPONSES**

County will review each Response that was submitted in accordance with the RFQ, including any submitted Appendices. As a result of the review of RFQ Responses, County may (i) request additional information and documents and/or conduct conference calls and/or in-person interviews for substantiating Respondent's qualifications, experience, ability and readiness to provide the requested Services; (ii) award a new EMARS Agreement or amend an existing EMARS Agreement, as applicable; and/or (iii) take no further action at this time on this matter. RFQ Responses will be reviewed in the order in which they were received until County's needs are met.

5.2 MINIMUM MANDATORY REQUIREMENTS

To be considered for provision of Services for any requested Equipment Category, Vendor's Response will be reviewed to determine whether the Vendor meets the Minimum Mandatory Requirements (as defined in Section 4.1 (Minimum Mandatory Requirements) above) applicable to the Equipment Category for which the Vendor intends to qualify. Failure by Vendor to meet the applicable Minimum Mandatory Requirements may eliminate its Response from further consideration.

5.3 QUALIFICATION FOR SERVICES

Vendor meeting the applicable Minimum Mandatory Requirements will qualify for a new EMARS Agreement award or for engagement for provision of Services for a new Equipment Category pursuant to an existing EMARS Agreement, as applicable.

5.4 EMARS AGREEMENT

5.4.1 NEW AGREEMENT AWARD

All new qualified Respondents that successfully passed the review process described above for at least one (1) Equipment Category while the RFQ was open shall be awarded a new EMARS Agreement based on the most current, updated template for the Required Agreement (as defined below).

5.4.2 TERM

The term of any new EMARS Agreement awarded as a result of the RFQ shall commence upon execution by all parties and shall continue in full force and effect until and through June 30, 2028, unless sooner terminated or extended, in whole or in part, as provided in the Agreement.

5.4.3 TERMS AND CONDITIONS

This RFQ is subject to County's standard and/or required terms and conditions set forth in Appendix A (Required Agreement) to the RFQ ("Required Agreement") and the Statement of Work set forth in Appendix B (Statement of Work) to the RFQ, which may be updated by County prior to any new Agreement award. It is County's expectation that new Vendors agree to the terms and conditions of the Required Agreement and the Statement of Work.

Vendor understands and agrees that:

1. Submission of a Response to the RFQ constitutes acknowledgement and acceptance of, and a willingness to comply with, the terms and conditions of the Required Agreement and the Statement of Work and that the Required Agreement and the Statement of Work shall serve as the basis for any awarded EMARS Agreement; and
2. Failure by a Vendor to agree to the terms and conditions of the Required Agreement or the Statement of Work may, at County's sole discretion, result in such Vendor's Response being found non-responsive and eliminated from further consideration; and
3. Any awarded EMARS Agreement may need to be amended by County during the term to implement changes to County or DHS policies and procedures,

mandates of the Board or County's Chief Executive Office ("CEO"), and/or County or DHS budgetary directives; and

4. Award of any Agreement to a Vendor is not a guarantee that the Vendor will be engaged for provision of any or minimum amount Services thereunder; and
5. Any awarded EMARS Agreement shall constitute a non-exclusive relationship with one or more County contractors, including other EMARS contractors, for provision of Services.

6.0 GENERAL CONDITIONS

6.1 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete or deceptively unresponsive statements in connection with a Response to this RFQ shall be sufficient cause for rejection of the Response. The review and determination in this area shall be at the sole judgment of the Director of DHS ("Director"), whose decision shall be final.

6.2 CHANGES TO RFQ

County is responsible only for that which is expressly stated in this RFQ and any authorized written Addenda thereto. County may amend this RFQ in the form of an Addenda thereto, including to add and/or delete Categories of Equipment. Any Addenda issued to this RFQ shall be made available on *Doing Business with Los Angeles County Open Solicitations* page at <https://doingbusiness.lacounty.gov/open-solicitations> and also may be provided to existing EMARS Contractors in good standing. Vendors are encouraged to check the County's *Doing Business with Los Angeles County Open Solicitations* page periodically. Should an Addendum require additional information not previously requested or impose additional requirements on Vendors, failure by a Vendor to provide the additional information or meet the requirements of such Addendum may result in such Vendor's Response being found non-responsive and eliminated from further consideration, as determined by County in its sole discretion.

6.3 COUNTY'S RIGHTS

- 6.3.1 County reserves the right to waive any immaterial deviations in any submitted Response to this RFQ or any accompanying Work Order Solicitation.
- 6.3.2 County, at its sole discretion, may (i) suspend this RFQ with respect to any or all Equipment Categories indefinitely, once County's needs are met, and subsequently re-open it if County needs additional Contractors for provision of Services; or (ii) cancel the RFQ altogether.
- 6.3.3 County shall not be liable in any way or be responsible for any costs or expenses incurred by Vendors in connection with the preparation or submission of Responses to the RFQ or any accompanying Work Order Solicitation.

6.4 AGREEMENT AWARD

County is not responsible for representations made by any of its officers or employees prior to the execution of an Agreement with County, unless such understanding or representation is included in the Agreement.

The Board may enter into and bind the County to contracts for the Services solicited under this RFQ. Any Agreement(s) that may be awarded as a result of this RFQ are authorized by the Board pursuant to delegated authority granted to the Director.

6.5 CONFLICT OF INTEREST

No County employee whose position in the County enables such person to influence the selection of Contractor(s) as a result of this RFQ or any competing solicitation, nor any spouse or economic dependent of such employees shall be employed in any capacity by Vendor or have any other direct or indirect financial interest in the selection of Contractor(s). Vendor shall certify acknowledgement of and having read Section 2.180.010 of the Los Angeles County Code by completing the form in Exhibit 2 (Certification of No Conflict of Interest) under Appendix E (Required Forms – Respondent Specific) to the RFQ.

6.6 GRATUITIES

6.6.1 ATTEMPT TO SECURE FAVORABLE TREATMENT

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of the Agreement or that the Vendor's failure to provide such consideration may negatively affect County's consideration of the Vendor's submission. Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Agreement.

6.6.2 VENDOR NOTIFICATION TO COUNTY

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County's Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

6.6.3 FORM OF IMPROPER CONSIDERATION

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

6.7 NOTICE TO VENDORS REGARDING THE PUBLIC RECORDS ACT

6.7.1 Responses to this RFQ shall become the exclusive property of the County.

6.7.2 Exceptions to disclosure are those parts or sections of Vendors' Responses that are justifiably defined as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary".

6.7.3 County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of Vendor's Response as "Confidential" shall not be deemed sufficient notice of exception. Vendors must specifically label

only those provisions of their respective Responses which are "Trade Secrets", "Confidential" or "Proprietary" in nature.

- 6.7.4 In the event that County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records and/or contents of a Response to this RFQ marked as "Confidential", "Trade Secret" or "Proprietary", by submitting a Response, Vendor agrees to defend and indemnify the County from any and all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings or liability arising out of or in connection with the Public Records Act request.

6.8 DETERMINATION OF VENDOR RESPONSIBILITY

- 6.8.1 A responsible Vendor is a Vendor that has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Vendors.
- 6.8.2 Vendors are hereby notified that, in accordance with Chapter 2.202 (Determinations of Contractor Non-Responsibility and Contractor Debarment) of the Los Angeles County Code, the County may determine whether a Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.
- 6.8.3 County may declare a Vendor to be non-responsible for purposes of any resultant Agreement, if the Board, in its discretion, finds that the Vendor has done any of the following: (i) violated a term of a contract with County or a nonprofit corporation created by County; (ii) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or omission which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.
- 6.8.4 If there is evidence that a Vendor may not be responsible, DHS shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 6.8.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence and, based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Vendor shall reside with the Board.

6.8.6 These terms shall also apply to any proposed subcontractors of Vendors on County contracts.

6.9 DISQUALIFICATION REVIEW

6.9.1 A Vendor's Response to the RFQ may be disqualified from consideration for provision of Services for any Equipment Category, including any new EMARS Agreement award, if County determines that such Response does not meet all of the Minimum Mandatory Requirements specified above or is otherwise non-responsive. County shall notify the Vendor in writing of its decision to disqualify the Vendor's Response together with a reason for the disqualification.

6.9.2 Upon receipt of County's written notice of disqualification, the Vendor may submit a written request for a Disqualification Review by the date specified by County in such notice.

6.9.3 A request for a Disqualification Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Respondent;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in County's written notice); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness or failure to meet the Minimum Mandatory Requirements and provides factual support on each ground asserted, together with copies of all documents and other materials supporting the assertions.

6.9.4 The Disqualification Review will be completed and County's determination will be provided to the requesting Respondent, in writing, within a reasonable period of time after receiving a timely request for a Disqualification Review.