



DEPARTMENT OF HEALTH SERVICES

**EQUIPMENT MAINTENANCE AND
REPAIR SERVICES (EMARS)**

**REQUEST FOR RATES
FOR
DIALYSIS EQUIPMENT**

August 2019

**Prepared by
Contracts and Grants Division**

1. INTRODUCTION

1.1 PURPOSE

The County of Los Angeles ("County"), Department of Health Services ("DHS") is releasing this Request for Rates ("RFR" or "solicitation") for as-needed Dialysis Equipment Maintenance and Repair Services ("Services") in order to obtain responses from qualified firms and establish Equipment Maintenance and Repair Services ("EMARS") master agreements ("Master Agreement(s)") for such Services. Selected Contractors will be expected to provide these services to the County hospitals (hereafter, collectively referred to as "Facilities") at the locations listed below. These Services are currently provided pursuant to a purchase orders that expires on November 1, 2019.

LAC+USC Medical Center
2051 Marengo Street
Los Angeles, CA 90033

1.2 APPLICABLE DOCUMENTS

The following documents are referenced in and comprise this RFR:

- Appendix A – Statement of Work
- Appendix B – Minimum Qualifications Requirement Verification
- Appendix C – Rate Schedule
- Appendix D – Required Agreement [to be provided prior to Master Agreement execution]
- Appendix E – Organization Questionnaire/Affidavit and CBE Information
- Appendix F – Prospective Contractor References

2. REQUESTED INFORMATION

Interested and qualified firms ("Respondents") that meet the minimum requirements specified below are invited to submit a response to the RFR to be considered for a Master Agreement award for EMARS.

2.1 MINIMUM QUALIFICATION REQUIREMENTS

Respondents shall meet the Minimum Qualification Requirements described under either Option 1 or Option 2 (hereafter "Minimum Qualifications") and shall submit respective Appendices as instructed below. DHS, at its sole discretion, may disqualify any Respondent that it determines does not meet the Minimum Qualifications.

Minimum Qualification Requirements – Option 1:

Respondent currently provides and has been providing for the past five (5) years within the United States maintenance and/or repair services with scope described in Appendix A – Statement of Work for same or similar dialysis equipment as listed in Appendix C – Rate Schedule. Respondents qualifying under this Option 1 must complete and submit in electronic format the following fillable forms:

- Appendix B – Minimum Qualifications Requirement Verification
- Appendix C – Rate Schedule (in both Excel and PDF file formats)
- Appendix E – Organization Questionnaire/Affidavit and CBE Information
- Appendix F – Prospective Contractor References

-OR-

Minimum Qualification Requirements – Option 2:

Respondent is a current DHS contractor in good standing under a Board of Supervisors ("Board") approved agreement for providing maintenance and repair services with as described in Appendix A – Statement of Work for same or similar dialysis equipment as listed in Appendix C – Rate Schedule. Such Respondent shall be preliminarily deemed qualified, unless otherwise disqualified as specified in this RFR. Respondents qualifying under this Option 2 must complete and submit in electronic format the following fillable forms:

- Appendix B – Minimum Qualifications Requirement Verification
- Appendix C – Rate Schedule (in both Excel and PDF file formats)

2.2 QUESTIONS

Any questions regarding this RFR must be submitted to Andrew Lee at the following e-mail address: alee10@dhs.lacounty.gov.

2.3 RESPONSE SUBMISSION INSTRUCTIONS:

The initial due date for receipt of RFR responses by DHS is 12:00 p.m. Pacific Time on Friday, August 9, 2019 ("Initial RFR Response Deadline"). Respondents shall submit RFR response forms in electronic format only to:

Andrew Lee, Contract Analyst via e-mail:

alee10@dhs.lacounty.gov

Respondents are encouraged to submit RFR responses in advance of the Initial RFR Response Deadline. The County will consider RFR responses until the County's needs are met. Once the County's needs are met, the RFR may be suspended. The solicitation may be re-opened if the County needs additional contractors meeting the requirements of this RFR for provision of Services described hereunder.

3. REVIEW AND SELECTION PROCESS

The County will review the RFR responses. As a result of the review of RFR responses, the County may:

- Request further information and/or documents, presentations and/or conference call(s) or in-person interviews substantiating Respondent's qualifications, experience and/or readiness to provide the requested Services;
- Enter into a Master Agreement with Respondent(s); and/or
- Take no further action at this time on this matter.

DHS may select, at its sole option, one or more Respondents to recommend to the Board of Supervisors for Master Agreement award. The County will award Master Agreement(s) to Respondent(s) whose RFR responses are determined by County to best meet its needs, taking into consideration to the extent applicable, among others, response submission date and time, and proposed rates for Services.

4. MASTER AGREEMENT

4.1 TERM

The term of any resultant Master Agreement shall commence upon execution by all parties and shall continue in full force and effect until and through June 30, 2023 (hereinafter "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in the Master Agreement. At the end of the Initial Term, the County, in its sole discretion, shall have the option to extend the term for up to two (2) years, as provided in the Master Agreement.

4.2 TERMS AND CONDITIONS

This RFR is subject to the County's standard and/or required terms and conditions specified in Appendix D – Required Agreement (hereinafter "Required Agreement"). Respondent understands and agrees that submission of a response to this RFR constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Required Agreement and that the Required Agreement shall serve as the basis for the resultant Master Agreement.

5. GENERAL CONDITIONS

5.1 False, misleading, incomplete or deceptively unresponsive statements in connection with the RFR response shall be sufficient cause for rejection of the response.

5.2 FINAL AGREEMENT AWARD BY THE BOARD OF SUPERVISORS

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

Notwithstanding a recommendation of a Department, agency, individual or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a contractor as a result of this RFR and the terms of any resultant Master Agreement, and to determine which contractor best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a Master Agreement.

5.3 NOTICE TO RESPONDENTS REGARDING THE PUBLIC RECORDS ACT

5.3.1 Responses to this RFR shall become the exclusive property of the County.

5.3.2 Exceptions to disclosure are those parts or portions of all RFR responses that are justifiably defined as business or trade secrets and plainly marked by the Respondent as "Trade Secret", "Confidential" or "Proprietary".

- 5.3.3 The 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 the RFR response as confidential shall not be deemed sufficient notice of exception. Respondents must specifically label only those provisions of their respective responses which are "Trade Secrets", "Confidential" or "Proprietary" in nature.
- 5.3.4 In the event the 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 an RFR response marked as "Confidential" "Trade Secrets" or "Proprietary", Respondent agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred as a result of any action, proceedings or liability arising from or in connection with the Public Records Act request.