DEPARTMENT OF HEALTH SERVICES

REQUEST FOR RATES
FOR
FIRE ALARM, DETECTION AND SECURITY SYSTEM EQUIPMENT MAINTENANCE AND REPAIR SERVICES (EMARS)

September 2022

Prepared by
Contracts and Grants Division

1. INTRODUCTION

1.1 PURPOSE

The Department of Health Services ("DHS" or "Department") of the County of Los Angeles ("County") is releasing this Request for Rates ("RFR" or "solicitation") for as-needed Fire Alarm, Detection and Security System Equipment Maintenance and Repair Services ("Services") in order to obtain responses from qualified firms and execute Equipment Maintenance and Repair Services ("EMARS") master agreements ("Master Agreement(s)") for such Services. Selected Contractors will be expected to provide these Services for the County medical facilities (hereinafter and as further defined in Appendix A – Required Agreement, collectively referred to as “Facilities”) identified in Appendix A – Statement of Work, Attachment A.1 – County Facilities.

1.2 BACKGROUND AND SCOPE

The Facilities must maintain compliance with the requirements of the Joint Commission, National Fire Protection Association and Los Angeles Fire Department Chief Regulation No. 4. To comply with these requirements, County is looking to engage Contractor(s) for provision of testing, inspection, preventive maintenance and repair services of fire alarm, detection, sprinkler and security system(s) as specified in this RFR.

1.3 APPLICABLE DOCUMENTS

The following documents are referenced in and comprise this RFR:

- Appendix A – Statement of Work
- Appendix B – Minimum Qualification Requirements Verification
- Appendix C – Rate Schedule
- Appendix D – Required Agreement
- Appendix E – Organization Questionnaire/Affidavit and CBE Information
- Appendix F – Prospective Contractor References

1.4 CONTRACT WITH COUNTY PERSONNEL

All contact regarding this RFR or any matter relating thereto must be in writing and must be e-mailed to the County's point of contact identified below ("Contract Administrator"):

Andrew Lee at alee10@dhs.lacounty.gov

Respondents are specifically directed not to contact any other County person or agent for any matters related to this RFR.

2. REQUESTED INFORMATION

Interested and qualified firms (“Respondents”) that comply with all provisions of and provide all requested information as specified in this RFR are invited to submit a response to the RFR in order to be considered for a Master Agreement award for EMARS.

2.1 MINIMUM QUALIFICATION REQUIREMENTS

To qualify for a Master Agreement Award, Respondents must meet all minimum qualification requirements described under either Option 1 or Option 2 ("Minimum Qualifications) and must provide all information under the respective Appendices as instructed below, together with the supporting documentation. DHS, at its sole discretion, may disqualify any Respondent that does not meet these Minimum Qualifications.

1. 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 substantially similar to the scope described in Appendix A – Statement of Work for any or all of the same or similar components of fire alarm, detection and security system 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 Qualification Requirements 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-

2. Minimum Qualification Requirements – Option 2:

Respondent is a current DHS contractor in good standing under County's Board of Supervisors' ("Board") approved or authorized agreement for provision of maintenance and repair services with scope substantially similar to the scope described in Appendix A – Statement of Work for any or all of the same or similar components of the fire alarm, detection and security system 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 Qualification Requirements Verification
- Appendix C – Rate Schedule (in both Excel and PDF file formats)

2.2 QUESTIONS

Any questions regarding this RFR or any matter relating thereto must be submitted in writing to the Contract Administrator identified above.

2.3 RESPONSE SUBMISSION INSTRUCTIONS:

The initial due date for receipt by the DHS of RFR responses, together with all supporting documentation, is 12:00 p.m. Pacific Time on September 21, 2022 ("Initial RFR Response Deadline"). Respondents shall submit RFR

response forms in electronic format by email only to the Contract Administrator identified above.

Respondents are encouraged to submit RFR responses in advance of the Initial RFR Response Deadline, as County may give priority for Master Agreement award to the Respondents whose RFR responses were received before the Initial RFR Response Deadline until the County's needs are met. Once the County's needs are met, at County's discretion, the RFR may be suspended indefinitely and subsequently 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

3.1 REVIEW OF RFR RESPONSES

The County will review the timely and properly submitted RFR responses. As a result of the review of RFR responses, the County may:

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

3.2 MASTER AGREEMENT AWARD

DHS, at its sole discretion, may select one or more Respondent(s) 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 and fees 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 (hereafter "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 five (5) 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 ("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, as such may be updated by County prior to the Master award, and that the Required Agreement shall serve as the basis for the resultant Master Agreement;

- Any resultant Master Agreement award is not a guarantee that, if awarded a Master Agreement, Respondent will be engaged for provision of Services thereunder; and
- The resultant Master Agreement will constitute a non-exclusive relationship with one or more Contractors for provision of Services.

5. GENERAL CONDITIONS

5.1 TRUTH AND ACCURACY OF REPRESENTATIONS

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

5.2 CHANGES TO RFR

The County is responsible only for that which is expressly stated in this RFR and any authorized written addenda thereto. The County may amend this RFR in the form of an addendum thereto. Any addendum issued to this RFR shall be made available to each potential Respondent that has received this RFR based on the County records. Should an addendum to the RFR require additional information not previously requested or impose additional requirements on the Respondent, failure by the Respondent to provide the additional information or meet the requirements of such addendum may result in such Respondent's response being found non-responsive and eliminated from consideration, as determined by County in its sole discretion.

5.3 FINAL MASTER 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 the Department, the Board retains the right to exercise its judgment concerning the selection of any Contractor as a result of this RFR and the terms of any resultant Master Agreement and to determine which Contractor(s) best serve 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 any Master Agreement(s).

5.4 NOTICE TO RESPONDENTS REGARDING THE PUBLIC RECORDS ACT

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

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

5.4.3 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.

5.4.4 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", by submitting a response to this RFR, 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.