



County of San Mateo

Request for Proposals (RFP) for Specialty Therapeutic Bed Rental Services

Health - SMMC

RFP No. 66000-2526-254

RFP Contact: SMMC Contracing
smmc_contracting@smcgov.org

1. Introduction and Schedule

The County of San Mateo (the “County” or “SMC”) covers most of the San Francisco Peninsula. The region covers 744 mi and is home to nearly 800,000 residents and 20 incorporated cities. The County provides for the health and welfare of all people within its borders and serves as the local government for the unincorporated areas. Innovation thrives here in industries including bioscience, computer software, green technology, hospitality, financial management, health care, education and transportation. The County prides itself on how that prosperity fosters its commitment to protecting and enhancing the health, safety, welfare and natural resources of the community.

1.1. Summary

San Mateo Medical Center (SMMC) is a public hospital and clinic system fully accredited by The Joint Commission. SMMC operates outpatient clinics throughout San Mateo County, an acute-care hospital, and long-term care facilities in San Mateo and Burlingame. San Mateo Medical Center serves the health care needs of all residents of San Mateo County, with an emphasis on education and prevention, and without regard for ability to pay.

The County of San Mateo is seeking proposals for Specialty Therapeutic Bed Rental Services.

1.2. Timeline

RFP Released	June 22, 2026
Deadline for Questions and Comments	July 6, 2026, 1:00pm
Question Response Deadline	July 13, 2026, 11:55pm
Proposal Due Date and Time	July 27, 2026, 1:00pm

2. Scope of Work

2.1. Scope

San Mateo Medical Center seeks qualified vendors to provide specialty therapeutic bed rental services on an as-needed basis for hospitalized patients requiring advanced pressure injury prevention and treatment surfaces. Vendor must be able to provide timely delivery to support patient care needs, including urgent requests when necessary.

3. Submission Requirements

3.1. Submission Deadline

Proposals must be electronically received by 1:00 pm, on Monday, July 27, 2026 via eProcurement system.

Allow sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate, and proposals will be rejected. The eProcurement system submission time will

be the official submission time. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the eProcurement system.

NOTE: The County does not maintain the eProcurement system and is not liable for site failures or technical problems. To resolve technical issues, contact OpenGov Technical Support by using the real time chat located in the lower right hand corner of the screen, or via email at procurement-support@opengov.com

<https://procurement.opengov.com/portal/smcgov>

3.2. Deadline for Questions, Comments

Submit questions and comments including notifications of apparent errors, to the OpenGov site by the Deadline for Questions, and Comments. Questions and comments received after the deadline may not be acknowledged.

3.3. Pre-submission Registration

Organizations or individuals interested in responding to this solicitation must register online with the County of San Mateo [at](#):

- <https://procurement.opengov.com/portal/smcgov>

It is recommended that organizations complete this registration as soon as possible. The County will not be responsible for and may not accept proposals that are late due to a failure to register in the eProcurement system.

3.4. Submission via eProcurement Portal

Required Documents

Please refer to the [Technical Proposal](#) section for submittal documents and requirements.

Electronic Submissions

Include the proposer name and the RFP title and number in each filename. Submit proposals via the eProcurement website, allowing sufficient time for the upload to complete by the Due Date and Time. As noted above, the eProcurement portal submission time will be the official submission time, and partial uploads will automatically terminate, and proposals will be rejected. Contact [eProcurement Portal](#) with technical questions regarding this site.

Conflicts between Certain Requirements

Prior to the submission deadlines and solely relating to a determination of the timeliness of questions, comments, and proposal submissions, information displayed on the eProcurement portal site will take precedence in the event of a discrepancy between that information and the information within the solicitation documents. For all other discrepancies, the information in the solicitation documents will take precedence.

Format

Documents should be created in the following format:

- Text should be Times New Roman (12-point minimum font size) and unjustified (i.e., with a ragged-right margin)
- Pages should have margins of at least one inch on all sides (excluding headers and footers)
- If the proposal is lengthy, a Table of Contents should be included.
- PDF format is preferred.

Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are late, incomplete, missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities, but such waiver will not modify any remaining RFP requirements.

3.5. Procurement Preference for Local Businesses and Local Non-Profits

The County of San Mateo has adopted a Procurement Preference for Local Businesses Ordinance (County Ord. Code Ch. 2.89.) The purpose of this Ordinance is to promote a strong local economy by giving preference to local businesses, local non-profits, local small and micro businesses, and local small and micro non-profits in County procurements, to the extent consistent with the law and interests of the public. The County's process for applying local preferences to competitive procurements is set forth in County Ordinance Code Section 2.89.030. The Ordinance and exemptions (e.g. the ordinance will be exempt when all bids or proposals received are from Non-Profit Organizations) can be reviewed here:

[Chapter 2.89 - PROCUREMENT PREFERENCE FOR LOCAL BUSINESSES | Code of Ordinances | San Mateo County, CA | Municode Library](#)

The requirements for bidders to establish eligibility for a local preference for this solicitation are detailed below in Section III (Submission Requirements) The Ordinance does not apply if a procurement is determined to be exempt (County Ord. Code sec. 2.89.050), and the County reserves the right to waive application of the Ordinance to this procurement if determined to be in the best interests of the County (County Ord. Code sec. 2.89.060).

4. Minimum Qualifications, Local Preference Ordinance, and Technical Proposal

4.1. Minimum Qualifications

4.1.1. Does the proposer have experience providing specialty therapeutic bed rental services to acute care hospitals?*

- ☐ Yes
☐ No

*Response required

4.1.2. Will the proposer have the ability to provide delivery, setup, maintenance, and equipment retrieval services within the San Francisco Bay Area?*

- ☐ Yes
☐ No

*Response required

4.1.3. Will the equipment offered to the County meet applicable regulatory and healthcare industry standards?*

- ☐ Yes
☐ No

*Response required

4.1.4. Is the proposer legally authorized to do business in the State of California?*

- ☐ Yes
☐ No

*Response required

4.1.5. Please confirm your firm is registered with System for Award Management (SAM)*
[SAM.gov](https://sam.gov)

- ☐ Please confirm

*Response required

4.1.6. Please confirm that your firm and each individual who would prospectively provide services if the proposal were awarded are not listed on a federal “exclusion list” as being debarred from participating in federal and/or state health care programs*

- ☐ Please confirm

*Response required

4.1.7. What is the registered Business Name and Unique Entity ID (UEI) No.?*

- UEI number can be obtained by registering your business through SAM.GOV
- Should you be in the process of obtaining your UEI number, please enter the digits ‘123’ temporarily for your response below in order to proceed with proposal. This temporary number should be replaced with the correct registration number for submission of the proposal.

*Response required

4.1.8. Will the proposer have the following insurance coverage by the start of the agreement?*

*Cyber Liability: If the work involves services or goods related to computers, networks, systems, storage, or access to County Data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

- A. Privacy and Network Security. During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County Data or software within Contractor’s network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor’s electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable

devices/media may be on the policy.

- B. Technology Errors and Omissions During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

Select all that apply

- ☐ General Liability: (Including operations, products and completed operations, as applicable.) \$1,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
- ☐ Products Liability: \$1,000,000 - per occurrence.
- ☐ Automobile Liability: \$1,000,000 - per accident for bodily injury and property damage.
- ☐ Workers' Compensation: As required by the State of California
- ☐ Employers' Liability: \$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
- ☐ Professional Liability (Errors and Omissions): \$1,000,000 - per occurrence. \$3,000,000 – aggregate.
- ☐ Cyber Liability*: \$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions To be carried at all times during the term of the Contract and for three years thereafter.

*Response required

4.2. Procurement Preference for Local Businesses and Local Non-Profits

4.2.1. Is the Proposer a "Local Business"?*

As Defined by Chapter 2.89.020 of the San Mateo County Ordinance Code, a "Local Business" means any for-profit business which has its principal place of business, or is headquartered, in San Mateo County. If this designation applies to the proposer, a self-attestation form must be completed and provided with this response.

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

4.2.2. If Yes:*

Please download the below documents, complete, and upload.

- [SMC LocalBusiness self-atte...](#)

*Response required

4.2.3. Is the Proposer a Non-Profit?*

A Non-Profit is defined as a tax-exempt public charity organization (within the meaning of section 501(c)(3) of the Internal Revenue Code) that is formed for purposes other than making a profit, is exempt from paying federal income taxes on the income generated for their exempt purposes.

☐ Yes

☐ No

*Response required

When equals "Yes"

4.2.4. Is the Proposer a "Local Non-Profit"

As Defined by Chapter 2.89.020 of the San Mateo County Ordinance Code, a "Local Non-Profit" means a tax-exempt public charity organization (within the meaning of section 501(c)(3) of the Internal Revenue Code) that is formed for purposes other than making a profit, is exempt from paying federal income taxes on the income generated for their exempt purposes, and has its principal place of business, or is headquartered, in San Mateo County. If this designation applies to the proposer, a self-attestation form must be completed and provided with this response.

Please download the below documents, complete, and upload. If this designation is not applicable, please leave blank.

- [SMC LocalBusiness self-atte...](#)

4.2.5. Is the Proposer a Local "Small" or "Micro" Business?

As Defined by Chapter 2.89.020 of the San Mateo County Ordinance Code:

"Small Business" means any business which holds a Small Business Certification awarded by the California Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).

"Micro Business" means any Small Business certified by the OSDS which is automatically designated by the OSDS as a Micro Business due to gross annual receipts falling below the OSDS-designated dollar amount.

If the above designations apply, please provide the OSDS provided Certification ID.

If this designation is not applicable, please leave blank.

4.2.6. Is the Proposer a Local "Small" or "Micro" Non-Profit?

As Defined by Chapter 2.89.020 of the San Mateo County Ordinance Code:

"Small Non-Profit" means a Local Non-Profit with an annual revenue of \$1,000,000 to \$2,500,000 according to its most recently filed IRS Form 990.

"Micro Non-Profit" means a Local Non-Profit with an annual revenue of less than \$1,000,000, according to its most recently filed IRS Form 990.

If the above designations apply, please provide your latest filed IRS form 990. A filing from the last two calendar years is acceptable.

If this designation is not applicable, please leave blank.

4.3. Technical Proposal

4.3.1. Introduction and Executive Summary *

Submit a letter of introduction and executive summary of the proposal. The letter must contain:

- Name, title and contact information (email, phone, and address) for representative of proposer that is responsible for communication related to this RFP.
- Name, title, contact information, and signature of person authorized to obligate firm to perform the commitment contained in the proposal.

Submission of the letter will constitute a representation by proposer that it is willing and able to perform the commitments contained in the proposal and has not violated the terms of this RFP.

*Response required

4.3.2. Statement of Minimum Qualifications *

Describe how the proposer meets the minimum qualifications as set forth in **Minimum Qualifications** of this RFP.

Submission of the Minimum Qualifications checklist is not a substitute for providing a detailed written response.

*Response required

4.3.3. Project Approach*

This section should correlate to the Scope of Work . Proposer should give a short summary describing how it will perform the relevant work

*Response required

4.3.4. Scope of Work tasks/milestones*

Describe your proposed approach to tasks/milestones

*Response required

4.3.5. Proposed schedule *

Attach proposed schedule reference ability to complete the project within the County's required time frame

*Response required

4.3.6. Innovations*

Reference any notable innovations or improvements that you expect to provide (with respect to, for example, efficiency, technology, sustainability)

*Response required

4.3.7. Performance Measures*

Describe a plan for achieving performance measures

*Response required

4.3.8. Firm Qualifications *

Attach information regarding background and qualifications, including the following:

- A brief description of the proposer.
- A description of not more than three (3) projects similar in size and scope conducted by the proposer, including the client, reference and telephone numbers, primary staff members involved, budget, schedule, and project summary. Descriptions should be limited to one (1) page for each project.
- If subcontractors are anticipated, identify them (if known) and provide information on how they will be used.

*Response required

4.3.9. Team Qualifications*

Provide a chart identifying:

- Project team and reporting structure
- Lead project manager
- Role each person will play in the project

Provide a brief description of the experience and qualifications of the project team members, including short resumes if desired.

Written assurance that the key individuals listed and identified will be performing the work and will not be substituted or reassigned without the County's prior approval

*Response required

4.3.10. References*

Provide 3 references for each of the following, including the name, address, and telephone number of recent clients (preferably other public agencies):

*Response required

4.3.11. Fee Proposal*

The Fee Proposal should be submitted as a separate PDF file from the Technical Proposals detailed in Required Documents.

The County reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

*Response required

5. Evaluation and Selection Criteria

The proposals will be evaluated by a selection committee with relevant expertise. The County intends to evaluate the proposals generally in accordance with the criteria itemized below. Proposers with the

highest scoring proposals may be interviewed by the committee to make the final selection. Please note that as described in Preferential Points Category below, anywhere from 5 to 10 percentage points can be added if a proposer is a Local Business or Local Non-Profit, including a Small Business/Non-Profit or a Micro Business/Non-Profit. When such points are added, the total percentage associated with each category is reduced accordingly. If no such points are added, then only remaining categories are used in the evaluation.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Project Approach	Points Based	30 (27.3% of Total)
2.	Firm Qualifications	Points Based	25 (22.7% of Total)
3.	Team Qualifications	Points Based	20 (18.2% of Total)
4.	Price	Points Based	25 (22.7% of Total)
5.	Preferential Points (If applicable) Where price is not the sole evaluation factor for a solicitation (e.g., in the case of a "best-value" solicitation), five percent (5%) of the total evaluation points awardable will be added to the proposal score for each Local Business or Local Non-Profit score for evaluation purposes. In the event of a tie between a Local Business or Local Non-Profit and another bidder, the Local Business or Non-Profit shall be awarded the Contract, assuming agreement on other contract terms. An additional three percent (3%) preference shall be given to a Local Business or Local Non-profit (for a total of eight percent (8%) of total points awardable) if the proposer is a Small Business or Small Non-Profit, or an additional 5 percent preference (for a total of ten percent (10%) of total points awardable) if the proposer is a Micro Business or Micro Non-Profit.	0-10 Points	10 (9.1% of Total)

6. Instructions to Proposers

6.1. Instructions

There will be no pre-proposal conference or site visit for this project.

6.2. Communications

- A. As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any officer, agent, or employee of the County, other than through eProcurement portal, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.
- B. Proposers (including any agent, owner, employee, board members, or other such affiliates) shall not offer any gift, favor, or other personal benefit to any County officer or employee during the procurement process for this agreement, including during the solicitation period and contract negotiations.

Violation of the foregoing prohibitions may result in a proposer being found non-responsible and barred from participating in this or future procurements.

6.3. Contract Award

A. Award Procedure

Contract negotiations are neither an offer nor guarantee that a contract will be executed. A contract award, if any is made, will be to the responsive, responsible proposer offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement using the attached template, executed by the appropriate authority.

B. Notice of Intent to Award

If a decision is made to take steps to enter into an agreement with one or more proposers, the County will post a Notice of Intent to Award or otherwise notify proposers the remaining proposers of their non-selection. Notice may instead be provided by including approval of the agreement as an item on an agenda for a meeting of the Board of Supervisors.

C. Commencement of Performance

After all parties have signed the agreement, the County will notify the contractor and performance may proceed. Prior to execution of the agreement by the County, no County employee may authorize work under the agreement. Any work performed prior to the full execution of the Agreement may not be compensated.

- D. **Levine Act Disclosure** The Levine Act (California Government Code Section 84308) imposes certain requirements on parties contracting with the County of San Mateo related to campaign contributions to County “officers,” including elected County officers and candidates seeking elective office, who may participate in making a decision on certain County contracts. Elected County officers in San Mateo County include: the San Mateo County Board of Supervisors, Assessor-County Clerk-Recorder, County Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer.

Generally, under current County policy, approval by the Board of Supervisors is required for any agreement for services above \$200,000, and agreements for services below that threshold may be approved by Department heads.

If your proposal is selected, you will be required to certify compliance with the Levine Act.

As part of this process, you will need to certify and warrant that you have fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with the Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request. Parties are solely responsible for accurate certification and disclosure. The Levine Act is complex, and this brief description is not legal advice. For example, certain contributions must be aggregated when determining whether contributions have exceeded the \$500 threshold. If your proposal is selected, you are urged to review the Levine Act and consider consulting an attorney.

6.4. Term

Health - SMMC is issuing Request for Proposal (RFP) No. 66000-2526-254 for Specialty Therapeutic Bed Rental Services.

The agreement shall have a term of five (5) years. The County's standard contract template has been included with this solicitation. The awarded contractor will be expected to sign an agreement prepared by the County using this template. Please ensure that your firm has completed legal review of these contract terms. If your firm wishes to request exceptions to these standard terms, submit a Contract Exceptions Request by the Proposal Due Date listed in the Solicitation Schedule below. The County will consider Contract Exceptions Requests but reserves the right to reject requested modifications to its standard terms.

7. Terms and Conditions for Receipt of Proposals

7.1. Errors, Omissions and Inquiries regarding the RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to notify the department, in eProcurement portal, if the proposer discovers any ambiguity, discrepancy, omission, or apparent error in the RFP. Such notification should be made promptly after discovery, but in no event later than five business days prior to the deadline for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

Inquiries regarding the RFP should be lodged in eProcurement portal.

7.2. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the department, via eProcurement portal, setting forth with specific grounds for the objection.

7.3. Addenda

The County may cancel, revise, or reissue this RFP, in whole or in part, for any reason. Revisions will be posted as Addenda on eProcurement portal. No other revision of this RFP is valid. Proposers shall be responsible for ensuring that their proposals reflects any and all Addenda issued by the County prior to the proposal due date regardless of when a proposal is submitted. Therefore, the County recommends that proposers consult eProcurement portal frequently, including shortly before the proposal due date, to confirm that all Addenda have been downloaded.

7.4. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for the duration of the proposed agreement term and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

7.5. Revision or Withdrawal of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original on or before the proposal due date.

A proposer may withdraw a proposal at any time before the deadline for submission of proposals. After that time, whether or not a new RFP is issued for the same subject matter, withdrawal of a proposal may preclude the proposer from participating in the procurement as a proposer or subcontractor, except that an original equipment manufacturer may participate indirectly through a reseller.

7.6. Errors and Omissions in Proposal

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities, but such waiver will not modify any of the remaining RFP requirements.

7.7. No Commitment

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the proposer nor any obligation on the County. This RFP does not commit the County to award a contract.

7.8. Financial Responsibility

The County shall have no financial responsibility for any costs incurred by a firm in responding to this RFP or participating in any presentations or negotiations.

7.9. Estimated Quantity

If the RFP results in an indefinite quantity or a requirements agreement, the goods and services actually requested by the County may be less than the maximum value of the agreement and there is no guarantee,

either expressed or implied, as to the actual quantity of goods and services that will be authorized under the agreement.

7.10. Public Record

A. General

1. All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.
2. Any contract arising from this RFP will be a public record.
3. The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer.
4. Submission of any materials in response to this RFP constitutes:
 - Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
 - Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
 - Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
 - Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.
 - Be advised that any contract that eventually arises from this Request for Proposals is a public record in its entirety. Also, all proposals and other information submitted in response to this Request for Proposals are public records without exception and will not be held confidential. Submission of any materials in response to this Request for Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting a proposal and/or materials, (1) you are consenting to release of such proposal and/or materials by the County without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

7.11. Reservations of Rights by the County

The issuance of this RFP does not constitute an agreement by the County that any contract will actually be entered into by the County. The County expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all proposals;

- Reissue an RFP;
- Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

7.12. No Waiver

No waiver by the County of any provision of this RFP shall be implied from any failure by the County to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

7.13. Cooperative Agreement (Piggyback)

This competitive solicitation is being conducted as a Cooperative Procurement. The services, terms and conditions of any agreement resulting from this solicitation may be used by other organizations as a Cooperative Agreement.

This provision in no way commits any affiliate to procure services from any awarded contractor, nor does it guarantee that any additional orders will result. At their discretion, and subject to their own procurement policies, interested organizations may make use of this competitive procurement and contract directly from the awarded contractor.

8. Protest Procedures

8.1. Protest of Non-Responsiveness Determination

Within five (5) working days of the County's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the County has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day following the County's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the County to determine the validity of the protest.

8.2. Protest of Contract Award

Within five (5) working days of the County's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the County has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day after the County's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the County to determine the validity of the protest.

8.3. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the County received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Protest@smcgov.org

Subject: Specialty Therapeutic Bed Rental Services, 66000-2526-254