

**OPEN SOLICITATION FOR MEDICAID TRANSPORTATION SERVICES**  
**SOLICITATION #1171472**

CONTRACT # \_\_\_\_\_

As required by Section 4.1.6.3(a) of the Montgomery County Procurement Regulations, COMCOR 11B.00.01, State Department of Health, Human Service Agreement, Section 2251.04, et seq., the Montgomery County Department of Transportation, Division of Transit Services is submitting this Open Solicitation for approval by the Director, Office of Procurement.

**SECTION 4.1.6.3**

(1) **Public Notice:** Public notice will be provided by advertising on the Office of Procurement's website and Montgomery County Department of Transportation's website. Notice will also be given to the current contractors with whom the County currently contracts for these services. Public notice is attached.

(2) **Application Process:** The application for this solicitation is attached for review. Following the public notice of the Open Solicitation, interested parties may download the application packet and submit the completed documents to [denise.james@montgomerycountymd.gov](mailto:denise.james@montgomerycountymd.gov). The Medicaid Transportation Service Open Solicitation Packet includes the Notice of Open Solicitation, an Application Form with detailed instructions, and minimum applicant requirements. Upon contract award through this Open Solicitation, successful applicants will receive the County's pre-approved form contract for signature.

(3) **Criteria for accepting or rejecting:** The Open Solicitation packet includes mandatory requirements outlined in the Application Form for each transportation service, along with the criteria for applicant acceptance under this Open Solicitation. The Contract Administrator will evaluate individual applications based on participation requirements, the applicant's acceptance of established service rates, and certifications and licenses. Applicants meeting the mandatory requirements specified in the Application Form will receive a contract.

(4) **Additional requirements -** The Medicaid Transportation Services Packet outlines specific requirements for submission. It is important to note that the County will not negotiate changes to the Pre-Approved Forms and attachments. Interested parties are strongly encouraged to carefully review the Pre-Approved Forms and attachments, as contracts must be executed exactly as written.

**(5) Cost Compliance:**

1. **Cost Control:** The cost of contract (expenditure) must not surpass the appropriations (budget) and/or state funding allocated for the Program.
2. **Verification of Appropriations:** Before any funds are committed (encumbered) for the Program through this Open Solicitation, the Management Services Section in the Division of Transit Services verifies the total available appropriation (budget) for the Program.
3. **Authorization and Disbursement:** Final disbursements of funds are authorized based on the verified budget allocation. This means funds are released or spent only after confirming that the allocated amount is available and can be used.
4. **Monitoring Expenditures:** The Management Services Section continues to monitor all expenditures (money spent) to ensure that each authorized purchase order (contract) does not exceed the allocated and encumbered funds (funds set aside or reserved for specific purposes).

(6) **The CONTRACTOR must file a copy of its CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**, except for taxicabs, received from the Maryland Public Service Commission and the Washington Metropolitan Area Transit Commission authorizing the provision of services referred to herein.

**OPEN SOLICITATION #1171472**  
**DEPARTMENT OF TRANSPORTATION**  
**DIVISION OF TRANSIT SERVICES' MEDICAID TRANSPORTATION PROGRAM**

**I. BACKGROUND/INTENT**

The County provides the Medicaid Transportation Program for eligible persons through approved providers. Medicaid Transportation Program participants apply for services through the County. The County is responsible for certifying eligibility of participants to receive services, and determine the appropriate mode of transportation, (e.g., taxicab, sedan, wheelchair van, or non-emergency ambulance). The County will notify the Contractor of eligible participants and the mode of transportation for which they are eligible. The County will reimburse the Contractor for the cost of each valid trip provided to the participant in accordance with this Contract, subject to and contingent upon, receipt of payment by the State for this purpose. The County makes no guarantee of a minimum number of participants or trips to be served or performed by the Contractor.

**II. SCOPE OF SERVICES**

Contractor must provide the services as defined below, and as capacity is determined under paragraph B. Work Statement/Specification. Article I. Background/Intent is expressly incorporated by reference.

**A. Definitions**

- a. **Authorized trip request** is a request for transportation made by or for an individual who is certified as eligible by the Program.
- b. **Curb-to-curb taxicab service** is the transportation by taxicab of both ambulatory and non-ambulatory persons from the curb, edge of a sidewalk, or roadway of one location to the curb, edge of a sidewalk, or roadway of another. Taxicabs must provide safe transport, which may include drivers assisting patients, if necessary, in and out of the vehicle.
- c. **Curb-to-curb, four-door sedan service** is the transportation of ambulatory or non-ambulatory persons from the curb, edge of a sidewalk, or roadway of one location to the curb, edge of a sidewalk, or roadway of another. Sedans must provide safe transport, which may include drivers assisting patients, if necessary, in and out of the vehicle. (Providers of this type of service must have no less than five (5), four-door, sedan vehicles, which must be clearly identified with the name of the company and medical transportation service on each side of the vehicle).
- d. **Facility** includes, but is not limited to, a building such as a nursing home, a hospital, medical office, a home, *or place of residence*.
- e. **Facility-to-facility** transportation is the safe transport from one location to another, of **non-ambulatory patients only** who have multiple and/or severe medical conditions that may require specialized training of a driver or attendant. Special assistance may include transporting a **non-ambulatory** patient from the inside of a facility to the inside of another location or facility, and/or provide assistance to get a **non-ambulatory** patient in or out of a wheelchair (e.g. to safely assist a patient into a wheelchair, downstairs into the vehicle and transport to a facility requiring assistance upstairs). (Providers of this type of service must have all personnel trained in first aid, CPR, handling and securing appropriate equipment, safe and appropriate lifting, and all other capabilities to ensure the safe transport of patients.)
- f. **Full service, non-emergency ambulance transportation** is the transportation of **non-ambulatory patients only**, who may require an ambulance with stretcher capacity, restraints, en-route oxygen, and two or more attendants.

- g. **'No Show'** is defined as a patient who is not at the pickup point within 5 minutes following the stated pick-up time and who did not notify the appropriate parties in a timely manner of a change or cancellation.
- h. **Taxicab** is a motor vehicle that is designed to carry 7 or fewer persons, not including the operator; is used to provide for-hire taxicab service in the County, and either: appears to be a taxicab for hire; displays the words "taxi," "cab," or "taxicab" anywhere on the vehicle; is advertised or held out to the public as a taxicab; or is used to respond to an immediate request for passenger transportation.
- i. An **"accessible taxicab"** means a metered taxicab that is designed for the transportation of disabled persons while in their wheelchairs and ambulatory persons.
- j. **Wheelchair/Van** service is facility-to-facility transportation of non-ambulatory patients only, in a van equipped with either a lift tailgate or side lift that is used for loading non-ambulatory patients who are confined to a wheelchair.
- k. **Wheelchair/Van Geri chair** is a van equipped with a fully padded ergonomically contoured clinical recliner, with swivel casters to facilitate easy transport of patients in multiple positions, from fully upright to fully reclined positions for optimal safety and comfort, used to transport patients in a supine position from one location to another safely and comfortably.
- l. **Ambulance** is a specially designed vehicle equipped with necessary patient care equipment, including a stretcher, clean linens, first aid supplies, oxygen equipment and other safety lifesaving equipment used for transporting **non-ambulatory** patients.
- m. **"Will Call"** pertains to patients who must wait to reserve a specific time to be transported from their scheduled appointments back to their original destinations.

**B. Work Statement/Specifications.**

- I. The Contractor's written statement of available capacity (including type and number of vehicles available to provide services and a description of the coverage area), submitted in accordance with the Contractor's Application form for this Open Solicitation is incorporated by reference into, and made a part of this Contract and is attached hereto as **Attachment A**.
- II. Medicaid Transportation - The Contractor must provide Medicaid transportation services at the rates noted in Appendix A to Attachment A.
- III. The COUNTY will provide facilities and approved patients who require the use of "facility-to-facility" transportation, with a list of names and telephone numbers of approved providers participating in the Medicaid Transportation Program.
- IV. All non-ambulatory wheelchair van service Contractors must verify eligibility of all Medicaid patients that the Contractor is transporting through the Maryland State Department of Health and Mental Hygiene Electronic Verification System (EVS), prior to providing "facility-to-facility" transportation.

- V. Prior to each trip, all non-emergency ambulance service Contractors must verify participant eligibility by obtaining a copy of an approved Request for Authorization issued by the Medicaid Transportation Program to the transportation requesting facility.
- VI. Contractor must maintain all records for Medicaid transportation participants, pertaining to all services rendered on behalf of the Medicaid Transportation Program, to Medicaid transportation participants, and be prepared to provide such records upon request by the Federal, State or County government, for a period of six-years from the date service was provided.
- VII. The County makes no guarantee of a minimum number of participants or trips to be served or performed by the Contractor, however the County reserves the right to assign all Medicaid trips.

### **III. PERFORMANCE STANDARDS**

The Contractor must meet the following performance standards:

1. The maximum variance between actual arrival time and time promised to the participant by the Contractor's dispatcher should not exceed 15 minutes. The transportation service is required to wait no more than five (5) minutes for the participant after the Contractor notifies the participant that its service is on the scene.
2. Contractor must respond to all authorized trip requests. Contractor must pick up all participants and deliver them to their medical appointments in a timely manner. Contractor must pick up the participant within one (1) hour of the request for service and deliver all "Will-Call" participants to appointments and transport them back to the original destination.
3. Contractor must provide "Full Service" non-emergency ambulance and/or wheelchair van transportation to **non-ambulatory participants** between locations within Montgomery County and/or Washington D.C, only. All transportation requests outside of the referenced area must be approved by the Medicaid office prior to transport.
4. Contractor providing wheelchair van or non-emergency ambulance service must obtain pre-authorization from the County and ensure that all non-emergency ambulance service participants have been preauthorized by the County and provided with the appropriate identification number prior to transport.
5. Contractor must provide all Medicaid transportation services within a 24-hour prescheduled time period.
6. The County may request the Contractor to provide same day service for participants being discharged from a hospital or nursing home. In that event, Contractor must make every effort to respond to a request for service within One (1) hours of the request.
7. Contractor, by signing this Contract, certifies all wheelchair van and ambulance personnel used in providing "Full Service" non-emergency transportation, and all additional personnel involved in the direct provision of this service, have completed First Aid training, Emergency Medical Technician training, and any other necessary Ambulance training and/or similar State of Maryland approved training acceptable to the County; and that a signed Affidavit for all personnel, listing the names, dates, and type of training each staff person has received is submitted with the Application.

8. Contractor, by signing this Contract agrees to maintain a minimum of no less than two (2) persons in the vehicle while transporting a non-ambulatory patient, by Wheelchair Van, Wheelchair van/Geri chair, and/or Ambulance. Under this Contract, all personnel must meet the minimum requirements as referenced in the Scope of Services
9. First Aid training, CPR training, and any other emergency training that involves appropriate lifting and the safe and comfortable positioning of participants must be completed by all of Contractor's personnel prior to Contractor providing service. The Contractor must submit the same certifications as noted in the application package for any new employees performing these services during the term of this Contract and must provide the Medicaid Program with up-to-date training certificates for all employees for the records.
10. The maximum number of validated passenger complaints must not exceed .5% per month of total trips provided.

**IV. NON-COMPLIANCE.** Failure to comply or meet the above performance standards will result in a ten-day (10) suspension of this Contract. In addition, the County has the right to withhold payment of monies related to services that are non-compliant, or off-set those amounts against payment for future services. Failure to correct deficiencies within the allotted ten (10) daytime period to the satisfaction of the Contract Administrator after written notification is issued may result in the continued suspension or termination of this Contract or other available remedies.

**V. TERMINATION BY MUTUAL CONSENT.** If the County agrees to terminate, based on mutual consent, Contractor must provide Notice, in writing at least ninety (90) days prior to the termination of this Contract, to allow time for the Contract Administrator to secure a replacement transportation service. In order to receive final payment of outstanding invoices, all Contract and insurance information must be up to date and on file at the time of termination.

#### **VI. PERFORMANCE PERIOD/SCHEDULE**

The Contract term is effective as of the date of signature by the Director, Office of Procurement, , subject to the availability of funds as appropriated by the State.

#### **VII. COMPENSATION**

- A. Compensation by the County to Contractor for the following services is subject to and contingent upon receipt by the County of payment for the described services from the State of Maryland and will not exceed the available appropriated funds for the services required herein.
  1. **Taxicab Service:** Taxicab trips will be compensated according to the taxicab rates established by Montgomery County Executive Regulation.
  2. **Taxicab (Wheelchair Accessible):** This service will be compensated the same as the Taxicab Service in conjunction with Montgomery County Executive Regulation, as set forth in Appendix A, Medicaid Transportation Rate Schedule.
  3. **Wheelchair/Van, Geri chair Service:** The County will reimburse the Contractor for all properly documented charges meeting the requirements, and within the limits of, maximum rates as set by the State of Maryland, at the rate set forth in Appendix A, Medicaid Transportation Rate Schedule. \*(Transportation rates are subject to periodic adjustment periodically, based on the discretion of the State.)
  4. **Non –Emergency Ambulance Transportation:** The CONTRACTOR will provide full service non-emergency ambulance transportation, **to non-ambulatory patients only**, at the rate set forth in

## Appendix A, Medicaid Transportation Rate Schedule.

- B. Requests for Payment – In order to receive payment under this Contract, the Contractor must submit all original invoices for payment on company letterhead, with invoice numbers in chronological order. No two months should be incorporated into one invoice. Trips associated with request for payment of accompanying invoices is verified with respective medical facilities prior to payment. To ensure timely payments all invoices must be submitted no later than two weeks after providing service. Invoices submitted without the appropriate information, or that are duplicated, will be returned unpaid, to the transportation Contractor. The following information must also be included on each submitted invoice:
1. name of patient, origin/destination of trip, date of service
  2. trip number, taxicab driver's identification number; original patient-signed trip tickets
  3. trip mileage, and charge per trip by service date
  4. **complete address: including Street Number, City, State, and Zip Code, and telephone number, if the patient's destination is to and/or from a specific institution or facility.**
  5. purpose of trip (wheelchair/van and Ambulance only)
  6. Ambulance providers must submit requests for reimbursement on the official Health Insurance Claim Form, (CMS-1500), approved by AMA Council on Medical Service, together with a copy of the ambulance report and approved authorization form.
- C. Fiscal Year-End Request for Payment - All invoices for the month of June of any given year, which is the end of the County's fiscal year, must be submitted no later than July 10 of each year to ensure timely payments.
- D. The Contractor must ensure that completed taxicab/taxi sedan trip tickets, which must include total mileage and charges, are signed by all Medicaid transportation participants upon completion of each trip, and are accurate, upon submission to the County. At no time must a Medicaid transportation participant be required to sign a blank trip ticket. The Contractor will be held liable for any false or inaccurate trip tickets submitted for Medicaid transportation reimbursement.

## **VIII. ADMINISTRATIVE REQUIREMENTS**

### **A. General Conditions**

The General Conditions of Contract Between County and Contractor ("General Conditions") Attachment A) are attached hereto and incorporated herein by reference and made a part hereof.

### **B. Contract Administration**

The Division of Transit Services is responsible for the administration of the contracts that result from this Solicitation.

Any County Department may use the Contracts, and the Contract Administrator will be listed on the Purchase Order.

The Director, Office of Procurement, is the only County official authorized to amend or modify this Contract.

## **IX. GENERAL RECORD KEEPING**

- A. The Contractor must maintain adequate records of its operation, which include, but are not limited to, any and all records pertaining to all services rendered by Contractor to Medicaid transportation participants, on behalf of the Medicaid Transportation Program, for a minimum of six (6) years from the date of this Contract, and Contractor must make such records available to the County, upon request.

## **X. EQUIPMENT AND PERSONNEL**

- A. The Contractor, by signing this Contract, ensures that all Wheelchair/Van vehicles are Americans with Disability Act (ADA) compliant, with sufficient headroom clearance and are well-equipped for transporting wheelchair participants. Such equipment must include a safe and appropriate hydraulic lift, wheelchairs with proper stabilizing equipment to safely and mobilize the patient and the chair, durable lap and shoulder seat belts, a truck-type rear view mirror on each side of the vehicle, flares, fire extinguishers, and first aid kits. The vehicles must also be equipped with plastic “sick bags” for properly disposing of hazard waste and must have appropriate labeling directions posted on the inside wall, with regards to proper angling of safety belts and usage of other safety equipment to always ensure safety of participants.
- B. It is the responsibility of the contractor to maintain vehicles in a clean and safe operational condition by ensuring proper and timely maintenance of vehicles and all equipment therein, thereby always ensuring the safety of passengers.
- C. A Contractor selecting to participate in the Wheelchair/Van Geri chair service must always have a driver and an attendant on board; must own at least one Geri chair maintain and ensure the safety of all equipment; and must have staff adequately trained on the safe operations for appropriate lifting, securing, stabilizing, and transportation participants safely and comfortably using Geri chair.

# Open Solicitation #1171472

## 1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

## 2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

## 3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. Through signature of this contract, the contractor certifies that the contractor has filed an initial statement with the Maryland State Board of Elections in compliance with MD Code Ann., Election Law, §14-104(b)(1) or is not required to file an initial statement as per MD Code Ann., Election Law, §14-104(c)(2).

For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction and mechanical systems service contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a county contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

## 4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

## 5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

## 6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;



## Open Solicitation #1171472

- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Office of Procurement;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

### 7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

### 8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

### 9. DOCUMENTS, MATERIALS, AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

### 10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

### 11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

## Open Solicitation #1171472

- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

### 14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

### 15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

### 16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

### 17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

### 18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

### 19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

### 20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

### 21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

**Open Solicitation #1171472**  
**TABLE A. INSURANCE REQUIREMENTS**  
(See Paragraph #21 under the General Conditions of Contract  
between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder  
Montgomery County Maryland (Contract #)  
Office of Procurement  
27 Courthouse Square, Ste 330  
Rockville, Maryland 20850

\*Professional services contracts only

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## Open Solicitation #1171472

TABLE B. INSURANCE REQUIREMENTS  
(See Paragraph #21 under the General Conditions of Contract  
between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment
Certificate Holder Montgomery County Maryland (Contract #) Office of Procurement 27 Courthouse Square, Ste 330 Rockville, Maryland 20850				

**(Remainder of Page Intentionally Left Blank)**

## Open Solicitation #1171472

### 22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

### 23. INFORMATION SECURITY

#### A. Protection of Personal Information by Government Agencies:

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

#### B. Payment Card Industry Compliance:

In any contract where the Contractor provides a system or service that involves processing credit card payments (a "Payment Solution"), the Payment Solution must be Payment Card Industry Data Security Standard Compliant ("PCI-DSS Compliant"), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a Merchant ID ("MID") obtained by the County's Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

### 24. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

### 25. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

### 26. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees, late fees, or shipping fees that are not provided for in the contract. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

### 27. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

### 28. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

## Open Solicitation #1171472

### 29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

### 30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

### 31. TIME

Time is of the essence.

### 32. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

### 33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

**PMMD-45 revised 07/2022**

**THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.**

## APPENDIX A

### Medicaid Transportation Rate Schedule

Taxi Cabs/Ambulatory Van Service	Full Meter Rate \$4 Initial Charge \$ 0.50 Each succeeding one-fourth mile \$1.00 Additional Passenger \$28/hour - Waiting & Traffic Delay Time 8% Administrative Fee
Wheelchair Vans (WCV)	\$50.00 - One way (20 miles) \$100.00 - Round trip (40 miles) \$1.50 - Extra mileage per mile over 20 miles Includes crew + attendant if applicable * Prior Approval Required
Non – Emergency Wheelchair Van / Stretcher	\$61.25 - One way (20 miles) \$122.50 - Round trip (40 miles) \$1.50 -for each additional mile in excess of 40 miles (Twenty miles one way) Must include at least 2 crew members at all times (or 3rd if needed prior approval necessary) \$20.42 - 1 additional crew if applicable * Prior Approval Required
Wheelchair / Geri-chair	\$55.00 - One way \$110.00 - Round trip \$3.00 - Extra mileage per mile over 20 miles Includes crew, 2 technicians and attendant if applicable * Prior Approval Required
Non-Emergency Ambulance	<b>Basic Life Support:</b> \$361.00 One way (first 20 miles) \$9.00-Extra mileage per mile over 20 miles *Prior Approval Required
	<b>Advance Life Support:</b> \$412.00 One way (first 20 miles) \$9.00-Extra mileage per mile over 20 miles Includes full crew per MD State Requirement *Prior Approval Required
	<b>Critical Care:</b> \$1011.00 One way (first 20 miles) \$9.00-Extra mileage per mile over 20 miles one way Includes full crew per MD State Requirement *Prior Approval Required
	<b>Bariatric Care:</b> \$544.00 One way (first 20 miles) \$9.00-Extra mileage per mile *Prior Approval Required

**ATTACHMENT A  
STATEMENT OF AVAILABILITY  
(To be completed by applicant)**

**Medicaid Transportation Program**

**Company Name:** \_\_\_\_\_

**Address:**  
\_\_\_\_\_  
\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Prepared by:** \_\_\_\_\_

1. Available Trip Capacity \_\_\_\_\_
2. Number of Vehicles Available \_\_\_\_\_
3. Base Location Address \_\_\_\_\_
4. Percent of Trips by Zip Codes \_\_\_\_\_
5. Average Response Time \_\_\_\_\_
6. Other Information \_\_\_\_\_



**ATTACHMENT B**  
**MANDATORY MINIMUM INSURANCE REQUIREMENTS**  
Medicaid transportation services

Prior to the execution of the contract by the County, the proposed awardee/contractor must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary with the County's being non-contributory.

Commercial General Liability

A minimum limit of liability of **one million dollars (\$1,000,000), per occurrence, and two million (\$2,000,000) in the aggregate**, for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors & Subcontractors
- Products and Completed Operations

Business Automobile Liability

A minimum limit of liability of **one million dollars (\$ 1,000,000)**, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Professional Liability (Errors and Omissions Liability) – Required for Ambulance Services

The policy shall cover professional errors and omissions, negligent acts, misconduct or lack of ordinary skill during the period of contractual relationship and services rendered with the County with a limit of liability of at least:

<b><i>Each Claim</i></b>	<b><i>\$1,000,000</i></b>
<b><i>Annual Aggregate</i></b>	<b><i>\$2,000,000</i></b>

*In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.*

Subcontractor Requirements

Unless otherwise stated below the proposed awardee/contractor shall require all subcontractors to obtain, and maintain, insurance with limits equal to, or greater, than those limits required within the contract.

## Open Solicitation #1171472

### Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance policies, if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

### Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

### Certificate Holder

Montgomery County, Maryland  
Dept of Transportation / Sam Oji  
101 Monroe St., 5<sup>th</sup> Floor  
Rockville, MD 20850

Contract # \_\_\_\_\_  
**MEDICAID TRANSPORTATION SERVICES**

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR") and Montgomery County, Maryland (hereinafter referred to as "COUNTY") and expires on April 30, 2030.

This contract is based upon the submittal by the CONTRACTOR of the required Application Form attached to the Open Solicitation Materials Packet/Application, including all required submissions and in a manner consistent with the required criteria stated therein, and the acceptance of that Application Form by the COUNTY.

CONTRACTOR agrees to comply with and provide services accepted in accordance with the required Scope of Services, Performance Standards, Administrative Requirements, and any and all other terms and conditions stated in this Contract, and all Attachments hereto. This completed Application, including instructions, the Notice to Vendors, the Requirements of Applicants (included in the Application) and the Pre-Approved Form Contract with attachments, including the General Conditions of Contract between County and Contractor constitute the entire Contract.

This Contract is valid only upon signature by the Director, Office of Procurement, and will become effective on the date of signature by the Director, Office of Procurement.

**SIGNATURES**

\_\_\_\_\_  
NAME OF CONTRACTOR

MONTGOMERY COUNTY, MARYLAND

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Avinash G. Shetty, Director  
Office of Procurement

\_\_\_\_\_  
TYPE/PRINT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

Recommendation:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Philip McLaughlin, General Manager  
Division of Transit Services  
Department of Transportation

\_\_\_\_\_  
DATE

\_\_\_\_\_  
THIS CONTRACT HAS BEEN APPROVED AS TO FORM AND  
LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY.  
THIS FORM CONTRACT MAY NOT BE MODIFIED WITHOUT  
THE APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY