



OFFICE OF PROCUREMENT

Marc Elrich
County Executive

Avinash G. Shetty
Director

SOLICITATION AMENDMENT #1
Open Solicitation #1112323
March 14, 2024

PAGE 1 OF 7

FOR THE PROCUREMENT OF: **Escorted Transportation Services for Elderly and Disabled Residents**

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION (AS AMENDED) FOR RECEIPT OF OFFERS. **FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT OFFER.**

DESCRIPTION OF AMENDMENT:

1. Replace Form Contract page 1 with revised page 1
2. Replace Form Contract page 2 with revised page 2
3. Replace Form Contract page 3 with revised page 3
4. Replace Form Contract page 4 with revised page 4
5. Replace Form Contract page 5 with revised page 5
6. Replace Attachment F with Revised Attachment F

THERE ARE NO OTHER CHANGES.

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENTS" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION.

Mary J. Wright

ISSUED BY: _____ for,
Avinash G. Shetty, Director,
Office of Procurement

NAME OF OFFEROR: _____
(Type or Print)

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN: _____
(Type or Print)

OFFEROR'S SIGNATURE: _____ DATE _____

Office of Procurement

255 Rockville Pike, Suite 180 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY • 240-777-9952 FAX

Escorted Transportation Services for Elderly and Disabled Residents
FORM CONTRACT # _____

I. BACKGROUND/INTENT

Montgomery County's Department of Health and Human Services ("DHHS") serves the elderly and persons with disabilities through its Aging and Disability Services Area. The DHHS recognizes the need for a County-wide escorted transportation and accompaniment service for elderly and disabled County residents who are not able to drive or take mass transportation to their destinations. Clients may require these transportation services due to frailty, physical limitations, or mental limitations such as dementia.

II. SCOPE OF SERVICES

- A. The Contractor must provide clients with escorted transportation and accompaniment services for County residents who are elderly and/or have physical or mental disabilities. Upon the County's request, the Contractor will provide individual clients with escorted transportation services that include, but are not limited to, picking up a client from his or her home or another location, driving the client to his or her destination, and driving the client back to his or her residence or location of origin.
- B. The Contractor must provide accompaniment services for clients to various locations in the County. The accompaniment services may include, but are not limited to helping the client out of his or her house and into a vehicle, sitting with the client through an appointment or remaining at the destination for the duration of an appointment (unless other arrangements are specifically made by the client's case manager), transporting the client back to his or her residence or location of origin, and assisting the client in the grocery store.
- C. The Contractor may be required to transport clients to the following locations:
 - 1. Doctor appointments
 - 2. Dentist appointments
 - 3. Other medically necessary destinations
 - 4. Grocery store or pharmacy
 - 5. Social Security Administration
 - 6. DHHS, and other locations as approved by the County
- ~~D. The Contractor must have vehicles that meet all the following requirements:~~
 - ~~1. Registered in the State of Maryland;~~
 - ~~2. Equipped to handle and transport clients who may be confined to wheelchairs (handicapped access vans) or who require a stretcher; and~~
 - ~~3. Equipped with communication devices (cells phones, two-way radios, etc.) that ensure clients will be assisted promptly.~~

D. The Contractor must provide one or more of the following transportation types:

Escorted Transportation Services for Elderly and Disabled Residents
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- 1. Escorted Transportation: Transportation assistance for clients who require personal support but not specialized medical equipment. A standard vehicle equipped with communication device (cell phone, two-way radio, etc.). Services may include assistance with entering and exiting vehicle, navigating routes, reaching appointments, taking notes, and additional support as needed.*
 - 2. Wheelchair Transportation: Transportation assistance for clients requiring wheelchair accessibility. Vehicle must be equipped to accommodate ramp or lift, a driver equipped with communication device (cell phone, two-way radio, etc.), and trained to safely assist client with various wheelchairs. Services must include securing wheelchair during transport, transferring client, and providing additional support as needed.*
 - 3. Stretcher Transportation: Transportation assistance for clients requiring a stretcher or gurney. Vehicle must be equipped with appropriate medical equipment, communication device (cell phone, two-way radio, etc.) and personnel trained in patient care procedures. Services must include transferring client to and from stretcher, monitoring vital signs, and providing basic medical assistance during transport.*
- E. The Contractor must provide its own vehicle(s) for use in transportation services, and will be responsible for maintaining, insuring, and registering the vehicle(s) in the State of Maryland.
- F. In the event the County is dissatisfied with a particular driver employed by the Contractor, the County reserves the right to request a replacement driver from the Contractor. At no additional cost to the County, the Contractor must provide a replacement driver and agree not to use the driver in question to transport any clients served by this Contract.
- G. The Contractor's drivers must help clients lock their wheelchairs in place, secure seat belts, and provide for other safety and security measures required in transporting passengers.
- H. The Contractor must not charge fees to clients served under this Contract and must not accept any tips or other forms of compensation from clients.
- I. The Contractor must report any incidents via email that occur during transportation of a client to the County within (2) business days. An incident is defined as anything that may result in liability on the part of the Contractor or the County. In the event of an accident or injury to a client while under the care of the Contractor, the Contractor must notify the County by telephone immediately and provide a written follow-up of the incident within (2) business days.

III. MINIMUM QUALIFICATIONS AND STAFFING REQUIREMENTS

- A. For purposes of performance under this Contract, the Contractor must only utilize staff who meet all the following requirements:
1. Have a valid State of Maryland driver's license appropriate to the type of vehicle driven
 2. Are at least 21 years of age;
 3. Have a clean driving record documenting no convictions for driving while intoxicated or driving while under the influence of drugs or alcohol, reckless driving, speeding tickets,

Escorted Transportation Services for Elderly and Disabled Residents
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- suspended license, during the past three years; Other moving violations should be reported immediately to the County's representative who will have discretion to request remedial action;
4. Have a criminal background check (according to State of Maryland requirements) successfully completed and submitted to the County by the Contactor in a format approved by the County; and
 5. Have experience and the ability to serve clients with special needs.

IV. PROGRAM OUTCOMES AND PERFORMANCE MEASURES

The Contractor must develop and implement a mechanism, to be approved by the County, to assess the quality of services provided and measure progress against the following measure: The County seeks assurance that 85 percent of those clients utilizing this service are satisfied with the service and use it on a regular basis.

V. COMPENSATION

- A. The County will compensate the Contractor on a fixed hourly rate for transportation and accompaniment services provided under this Contract in accordance with the rates under Attachment F, Rate Sheet. The Rate Sheet (Attachment F) will be posted on the DHHS website at <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.
- B. For subsequent years of the Contract, the County, in its sole discretion, may revise the hourly rate based on the availability for funds for these services. If the County revises these hourly rates, the new rate will be set forth on a Rate Schedule for this Open Solicitation and posted on the DHHS website at <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.

In the event these rates change, within 30 days of the effective date, the Department of Health and Human Services' Director or her/his designee will notify the Director, Office of Procurement, and the Contractor, and forward a copy of the revised rate sheet indicating the effective date of the new rates to both.

- C. The County will issue a blanket purchase order to the Contractor. For each transport assignment, the County will issue a written release against the blanket purchase order. No services are to be provided by the Contractor under this Contract without a written release against the blanket purchase order. The County makes no promise, guarantee or representation that the Contractor will receive in compensation the full amount encumbered in the blanket purchase order. Total compensation to the Contractor will be determined by the number of transport assignments. However, the County will compensate the Contractor only up to the amount stated in the blanket purchase order(s) issued to the Contractor. The maximum amount payable under this Contract must not exceed the total amount shown on the blanket purchase order(s) issued to the Contractor.

VI. INVOICES

Escorted Transportation Services for Elderly and Disabled Residents
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The Contractor must submit invoices to the County, in a format approved by the County no later than 15 days following the end of each month. Upon receipt, acceptance, and approval of the Contractor's invoice, the County will make payment, net 30 days, at the established current fiscal year rates for services provided by the Contractor. The Contractor's invoices must reflect the hours of service provided for the time period, the total amount of funding requested for the time period, the number of clients served, the dates of service, and the type of transportation provided (stretcher transportation and regular/wheelchair transportation). All required data and other supporting documentation must be provided with the Contractor's monthly invoice.

The Contractor must submit invoices to the designated Contract Monitor at the following address:
AdultProtectiveServices@montgomerycountymd.gov

VII. TERM

This contract is effective on the effective date indicated on the signature page, and is effective for a one (1) year term. Before the Contract term ends, the Director may, (but is not required to) renew this Contract, if the Director determines that renewal is in the best interest of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew two (2) times for up to one (1) year each. Substantial non-compliance or substantial non-satisfactory performance, as determined in the sole discretion of the County, may lead to a work improvement plan or early termination of the Contract.

VIII. GENERAL CONDITIONS AND INSURANCE

The General Conditions of Contract Between Contractor and County ("General Conditions") are incorporated by reference and made part of this Contract as **(Attachment A)**. The following insurance requirements supersede those outlined in Provision 21, Insurance, of the General Conditions.

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) 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. 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.

Commercial General Liability

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

- Contractual Liability
- Premises and Operations

Escorted Transportation Services for Elderly and Disabled Residents
FORM CONTRACT # _____

Independent Contractors & Subcontractors

Products and Completed Operations

Sexual Molestation and Abuse

Commercial Automobile Liability Coverage

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

owned automobiles

hired automobiles

non-owned automobiles

loading and unloading

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

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.

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, MD

HHS/ Contract Management Team

401 Hungerford Drive, 6th floor

Rockville, Md 20850

IX. PRIORITY OF DOCUMENTS

The following documents are incorporated by reference and made a part of this Contract and are listed in the following order of precedence to be applied in the event of a conflict in their terms:

- A. This Contract Document;
- B. The General Conditions of Contract Between County and Contractor (Attachment A);
- C. Business Associate Agreement (Attachment B);
- D. Application Form (Attachment C);
- E. References (Attachment D);
- F. Frequently Asked Questions Background Investigations for DHHS Contract Vendor Workforce Members effective July 1, 2016 (Attachment E); and
- G. Rate Sheet (Attachment F).

Open Solicitation #1112323

Escorted Transportation Services for Elderly and Disabled Adults

Attachment F - Approved Rate Sheet

Per Notice to Vendors for Open Solicitation #1112323, the County will compensate Contractors for services provided under contracts resulting from this Open Solicitation based on a uniform, fixed rate, as determined by the County.

Transportation Service	Rate
Escorted Transportation – Transportation assistance for clients who require personal support but not specialized medical equipment. A standard vehicle equipped with communication device (cell phone, two-way radio, etc.). Services may include assistance with entering and exiting vehicle, navigating routes, reaching appointments, taking notes, and additional support as needed.	\$60 per hour
Wheelchair Transportation – Transportation assistance for clients requiring wheelchair accessibility. Vehicle must be equipped to accommodate ramp or lift, a driver equipped with communication device (cell phone, two-way radio, etc.), and trained to safely assist client with various wheelchairs. Services must include securing wheelchair during transport, transferring client, and providing additional support as needed.	\$70 per hour
Stretcher Transportation - Transportation assistance for clients requiring a stretcher or gurney. Vehicle must be equipped with appropriate medical equipment, communication device (cell phone, two-way radio, etc.) and personnel trained in patient care procedures. Services must include transferring client to and from stretcher, monitoring vital signs, and providing basic medical assistance during transport.	\$125 per hour

**Escorted Transportation Services for Elderly and Disabled Residents
FORM CONTRACT # _____**

I. BACKGROUND/INTENT

Montgomery County's Department of Health and Human Services ("DHHS") serves the elderly and persons with disabilities through its Aging and Disability Services Area. The DHHS recognizes the need for a County-wide escorted transportation and accompaniment service for elderly and disabled County residents who are not able to drive or take mass transportation to their destinations. Clients may require these transportation services due to frailty, physical limitations, or mental limitations such as dementia.

II. SCOPE OF SERVICES

- A. The Contractor must provide clients with escorted transportation and accompaniment services for County residents who are elderly and/or have physical or mental disabilities. Upon the County's request, the Contractor will provide individual clients with escorted transportation services that include, but are not limited to, picking up a client from his or her home or another location, driving the client to his or her destination, and driving the client back to his or her residence or location of origin.
- B. The Contractor must provide accompaniment services for clients to various locations in the County. The accompaniment services may include, but are not limited to helping the client out of his or her house and into a vehicle, sitting with the client through an appointment or remaining at the destination for the duration of an appointment (unless other arrangements are specifically made by the client's case manager), transporting the client back to his or her residence or location of origin, and assisting the client in the grocery store.
- C. The Contractor may be required to transport clients to the following locations:
 - 1. Doctor appointments
 - 2. Dentist appointments
 - 3. Other medically necessary destinations
 - 4. Grocery store or pharmacy
 - 5. Social Security Administration
 - 6. DHHS, and other locations as approved by the County
- D. The Contractor must have vehicles that meet all the following requirements:
 - 1. Registered in the State of Maryland;
 - 2. Equipped to handle and transport clients who may be confined to wheelchairs (handicapped access vans) or who require a stretcher; and
 - 3. Equipped with communication devices (cells phones, two-way radios, etc.) that ensure clients will be assisted promptly.
- E. The Contractor must provide its own vehicle(s) for use in transportation services, and will be responsible for maintaining, insuring, and registering the vehicle(s) in the State of Maryland.

**Escorted Transportation Services for Elderly and Disabled Residents
FORM CONTRACT # _____**

- F. In the event the County is dissatisfied with a particular driver employed by the Contractor, the County reserves the right to request a replacement driver from the Contractor. At no additional cost to the County, the Contractor must provide a replacement driver and agree not to use the driver in question to transport any clients served by this Contract.
- G. The Contractor's drivers must help clients lock their wheelchairs in place, secure seat belts, and provide for other safety and security measures required in transporting passengers.
- H. The Contractor must not charge fees to clients served under this Contract and must not accept any tips or other forms of compensation from clients.
- I. The Contractor must report any incidents via email that occur during transportation of a client to the County within (2) business days. An incident is defined as anything that may result in liability on the part of the Contractor or the County. In the event of an accident or injury to a client while under the care of the Contractor, the Contractor must notify the County by telephone immediately and provide a written follow-up of the incident within (2) business days.

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- A. For purposes of performance under this Contract, the Contractor must only utilize staff who meet all the following requirements:
 - 1. Have a valid State of Maryland driver's license appropriate to the type of vehicle driven
 - 2. Are at least 21 years of age;
 - 3. Have a clean driving record documenting no convictions for driving while intoxicated or driving while under the influence of drugs or alcohol, reckless driving, speeding tickets, suspended license, during the past three years; Other moving violations should be reported immediately to the County's representative who will have discretion to request remedial action;
 - 4. Have a criminal background check (according to State of Maryland requirements) successfully completed and submitted to the County by the Contractor in a format approved by the County; and
 - 5. Have experience and the ability to serve clients with special needs.

IV. PROGRAM OUTCOMES AND PERFORMANCE MEASURES

The Contractor must develop and implement a mechanism, to be approved by the County, to assess the quality of services provided and measure progress against the following measure: The County seeks assurance that 85 percent of those clients utilizing this service are satisfied with the service and use it on a regular basis.

V. COMPENSATION

- A. The County will compensate the Contractor on a fixed hourly rate for transportation and accompaniment services provided under this Contract in accordance with the rates under Attachment

OPEN SOLICITATION #1112323

**Escorted Transportation Services for Elderly and Disabled Residents
FORM CONTRACT # _____**

F, Rate Sheet. The Rate Sheet (Attachment F) will be posted on the DHHS website at <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.

- B. For subsequent years of the Contract, the County, in its sole discretion, may revise the hourly rate based on the availability for funds for these services. If the County revises these hourly rates, the new rate will be set forth on a Rate Schedule for this Open Solicitation and posted on the DHHS website at <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.

In the event these rates change, within 30 days of the effective date, the Department of Health and Human Services' Director or her/his designee will notify the Director, Office of Procurement, and the Contractor, and forward a copy of the revised rate sheet indicating the effective date of the new rates to both.

- C. The County will issue a blanket purchase order to the Contractor. For each transport assignment, the County will issue a written release against the blanket purchase order. No services are to be provided by the Contractor under this Contract without a written release against the blanket purchase order. The County makes no promise, guarantee or representation that the Contractor will receive in compensation the full amount encumbered in the blanket purchase order. Total compensation to the Contractor will be determined by the number of transport assignments. However, the County will compensate the Contractor only up to the amount stated in the blanket purchase order(s) issued to the Contractor. The maximum amount payable under this Contract must not exceed the total amount shown on the blanket purchase order(s) issued to the Contractor.

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The Contractor must submit invoices to the designated Contract Monitor at the following address: AdultProtectiveServices@montgomerycountymd.gov

VII. TERM

This contract is effective on the effective date indicated on the signature page, and is effective for a one (1) year term. Before the Contract term ends, the Director may, (but is not required to) renew this Contract, if the Director determines that renewal is in the best interest of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew two (2) times for up to one (1) year each. Substantial non-compliance or substantial non-satisfactory

Escorted Transportation Services for Elderly and Disabled Residents
FORM CONTRACT # _____

performance, as determined in the sole discretion of the County, may lead to a work improvement plan or early termination of the Contract.

VIII. GENERAL CONDITIONS AND INSURANCE

The General Conditions of Contract Between Contractor and County ("General Conditions") are incorporated by reference and made part of this Contract as **(Attachment A)**. The following insurance requirements supersede those outlined in Provision 21, Insurance, of the General Conditions.

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) 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. 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.

Commercial General Liability

A minimum limit of liability of **one million dollars (\$1,000,000), per occurrence**, 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
- Sexual Molestation and Abuse

Commercial Automobile Liability Coverage

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

- owned automobiles
- hired automobiles
- non-owned automobiles
- loading and unloading

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**

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FORM CONTRACT # _____

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.

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, MD
HHS/ Contract Management Team
401 Hungerford Drive, 6th floor
Rockville, Md 20850

IX. PRIORITY OF DOCUMENTS

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- D. Application Form (Attachment C);
- E. References (Attachment D);
- F. Frequently Asked Questions Background Investigations for DHHS Contract Vendor Workforce Members effective July 1, 2016 (Attachment E); and
- G. Rate Sheet (Attachment F).

**Open Solicitation # 1112323
Escorted Transportation Services for
Elderly and Disabled Adults**

Attachment F - Rate Sheet

Per Notice to Vendors for Open Solicitation # 1112323, the County will compensate Contractors for services provided under contracts resulting from this Open Solicitation based on a uniform, fixed rate, as determined by the County.

Effective March 1, 2022, the rate of compensation for regular transport as determined by the County is \$57.75 per hour.

The rate for Stretcher Transport will remain unchanged at \$80.00 per hour.
