

# **Request for Proposal**

## **RFP# 25-11**

*For*

Montgomery County, Virginia

*Prepared by*



**Mark III**  
*Employee Benefits*

**May 9, 2025**

**Montgomery County Government Request for Proposals**  
**Effective October 1, 2025**  
**Mark III Proprietary Product Document**

Enclosed is a request for proposal to provide pharmacy carve out for Montgomery County, Virginia

The effective date of coverage for this quote is October 1, 2025.

Enclosed are the following:

- General Information
- Eligibility
- Census
- Current Plan Designs
- Marketing Guidelines
- Network Questionnaire
- Deviation Specifications Form
- Experience Information

You will be asked to address each significant issue, as defined within, with reasons and/or examples of why your firm should be selected by Montgomery County, Virginia (County) to provide coverage for their employees. Certain information must be returned with your response. You will need to review the entire bid specifications to formulate a response.

Your response is due no later than June 6, 2025 by 3:00pm. Please email Brad Easterling directly all exhibits and proposals. No hard copies are required.

All responding vendors need to adhere to the format of this Request for Proposal. This includes completing all enclosed forms and submitting all information requested. Incomplete information will inhibit the County's ability to accurately evaluate your response. Failure to do so will disqualify your response.

**If you would like to respond to this RFP, please email Brad Easterling to receive benefit, claims, and pharmacy data. Email all questions to Brad Easterling. His contact information is as follows:**

**Brad Easterling**  
**Phone: 423-268-6103**  
**Email: [brad@markiiiieb.com](mailto:brad@markiiiieb.com)**  
**300 West Watauga Ave**  
**Johnson City, TN 37604**

**Mark III is the consultant for the County and all questions should be sent directly to Brad Easterling.**

**The County, its staff, nor elected officials should not be contacted regarding this RFP.**

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**ALL proposals should be provided NET of COMMISSION.**

**Only carriers and third-party administrators are to respond to the RFP.  
Electronic submission is acceptable for all proposals.**

**NOTICE: THE GOAL IS TO RECEIVE FIRM PROPOSALS.**

**QUOTES/RESPONSES THAT ARE CONTINGENT UPON RECEIVING ADDITIONAL CLAIMS DATA  
BEYOND THE RFP DATE WILL BE VIEWED LESS FAVORABLY. FIRM STOP LOSS QUOTES ARE  
REQUIRED.**

## **Confidential Information**

The following information is proprietary and highly confidential. The request for proposal is being provided to you solely for the purpose of evaluating the customer, and coverage in question. Dissemination of the information contained herein shall be limited to your employees who are directly involved in the evaluation process. Under no circumstances is any of the information contained herein to be disseminated, disclosed, or otherwise communicated to any person or entity not involved in the evaluation process.

## **Bid Specifications**

Mark III Brokerage, Inc. prepared the enclosed specifications. Duplication or use of any part of the bid specifications, questions, or material contained herein, without the explicit consent of Mark III Brokerage, Inc. is strictly prohibited.

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Significant Issues
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The decision of the County to change from their current arrangements will be dependent, in part, upon the following significant issues:

1. Quality of Care provided to the employees and their dependents.
2. Sound financial status of your firm. To address this issue, include your most recent financial statement, ratings from A.M. Best, and Standard & Poor's.
3. Outstanding service, including, but not limited to, strong client service support, your home office underwriting, contracting and legal service departments, claims processing, and related customer service.
4. A strong network, which provides excellent access to pharmacies in the locations where employees reside. Please complete a Provider Access Report using the following criteria: a primary care physician within 5 miles and a network hospital within 10 miles of the employee.
5. Competitive Provider Discounts.
6. Competitive fee structure.
7. Future stability of cost.
8. Providing comprehensive experience reports monthly to the client and Mark III so that an evaluation can occur on plan performance.
9. Vendor flexibility when plan design changes are necessary to meet the needs of the employees and the employer.
10. Ongoing quality service and a service team that is dedicated to solving problems that arise during the plan year.
11. An ongoing employee education program to assist the employees understanding of the plan's nuances.
- 12. The ability to provide a firm proposal for both administrative and financial services for the renewal, including stop loss by July 1, 2025. Please note in your response that you will provide the renewal quote by July 1, 2025**

**The quote for this year is for beginning October 1, 2025.**

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13. **Provide a full pass through of all rebates quote with all rebates being returned to the client quarterly as well year-end reconciliation if minimums are offered.**

**History**

The County is being challenged to provide quality services at a reasonable cost to the taxpayers. As a result, the leadership is required to ensure that all aspects of the financial operation are as competitive as possible. Given this, the County wants to ensure that all components of the pharmacy program are competitive. The County is interested in identifying vendors that can provide a high level of service and have competitive costs to administer the pharmacy program.

Carrier History

**Anthem has administered the medical and pharmacy benefits for 5+ years.**

**Eligibility**

- Each full-time and part-time employee certified for benefits whose customary employment, excluding overtime work, is at least 20 hours per week will be eligible to participate in the plan.
- The County has retiree coverage as well for pre-65 retirees.

**Census**

A census of the employees enrolled in all plans is attached which details the employee's age, sex, and the zip code where the employee resides.

**Plan Designs**

When responding to the RFP, please provide quotes that as closely as possible match the current plan design provided in the request submitted. The current plan documents for pharmacy are included in the request submitted.

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<b>Marketing Guidelines</b>
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IMPORTANT: If vendors, other than your firm, will be providing any services, they must also complete these Marketing Guidelines (where applicable) in addition to any specific questionnaires and cost illustration forms pertaining to their specific services.

1. Please attempt to duplicate the current plan design and benefit provisions.
  
2. Please provide proposals for self-funded pharmacy coverage along with your normally recommended programs. Please note if vendors other than your firm will be used to provide any service (Utilization Review, Utilization Management, PPO network, Pharmacy, Mental Health/Substance Abuse, etc.).
  
3. The effective date of coverage is October 1, 2025. Confirm that your administrative fees are guaranteed until September 30, 2026, at a minimum. If you are willing to guarantee your administrative fees for a longer period, please indicate the maximum guarantee period.
  
4. A 150-day advance notice of renewals, rate increase and/or provisional changes is required to be furnished to Mark III always throughout the policy year should there be reason for a change.

All renewals will be due no later than June 1<sup>st</sup> of each policy period for an October 1 effective date.

Please confirm agreement. Please insure all account management staff are informed of this requirement as well as underwriting. This will not be negotiable.

5. Will you agree to waive the "actively at work" provision? That is, anyone who is eligible for coverage on the effective date of the contract, but is not actively at work due to vacation, leave, sickness, etc., will become covered?
  
6. Will you agree to "no-loss/no-gain" for all persons currently insured? That is, no one will be placed in less favorable position due to a change in carriers than if there had been no change, including giving credit for waiting periods partially or completely met and for current treatment practices. Given there are no pre-existing condition provisions allowable under ACA, this really should not be an issue but please confirm.
  
7. Pre-existing conditions are not to be applicable for any current employee or covered dependent and not allowable under ACA. Please confirm agreement.
  
8. Confirm that you will email our office a monthly paid claims report (separated by product line as well as medical and pharmacy). Include the number of covered employees,

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administrative fees, and paid claims. Please indicate if there are any charges for providing this service. Stop loss reimbursements must be sent to us as well.

9. Are there any administrative costs built into your claims data? For example:

- a. Capitation
- b. Network Access Fees
- c. Mental Health/Substance Abuse
- d. Provider fees
- e. Nurse Line

Please describe any administrative costs that are outside a pure claim including value-based pricing fees and note if billed as an administrative fee if applicable.

10. Any current or future COBRA participants must be covered in your proposal. Please confirm.

11. Please indicate if your firm is compliant with HIPAA standards for Privacy of Individually Identifiable Health Information.

12. The County has retiree coverage until employees are age 65. Both age and years of service determine retiree status. Please confirm that retirees will be covered under the plan.

14. From what office will you service this account? Who would be the representative(s) assigned to this account? Describe in detail.

15. Do you agree to provide all processing and settlement of claims data? From what office would you pay claims? Would there be a dedicated unit? If so, what is the size of that unit? Is there a toll-free number to the claims office which is available to employees? Describe in detail.

16. Please describe the procedures that a claimant would use when claim problems need to be resolved. Would you have a designated person(s) for the insured to contact regarding claims questions? How many? Would the person answering questions from insured be the actual person who processes the claims for the group? Describe in detail.

17. If your services are terminated, how do you handle coverage for an employee who is disabled or hospitalized on the date of termination? What are the extended benefits under your contract?

18. How do you define an open enrollment at the anniversary date?

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19. The Coordination of Benefits provision is currently based upon 100% of allowable expenses. Please confirm that you will use COB and all other prudent cost control procedures in adjudicating claims. How do you determine whether other benefits are payable due to COB and/or subrogation? What procedures do you follow? Please describe your procedures for recovering duplicate payments. Describe your internal claims audit procedures.

20. Will you agree to provide SPD booklet drafts one month before the effective date for review? Will you agree to provide all employees and dependents with their ID cards prior to the effective date?

21. Confirm that you will prepare and distribute all necessary forms (i.e. enrollment) if any are required, including your marketing materials for your programs.

22. Do you have the ability to monitor plan eligibility for dependents, retirees, and retiree dependents; automatically notify members and terminate those no longer eligible for coverage; and notify the County of such terminations.

23. Please describe your employer online enrollment capabilities (i.e., timing of the change in the systems (real time or delay), can ID cards be printed, etc.).

24. There will be some additional modest printing costs that are associated with the open enrollment period for the County. Confirm that you will pay for those printing costs associated with your program.

25. Please provide a copy of your most recent financial statement and your current rating for the following (include date of rating):

A.M. Best  
S&P  
Moody's

26. In the event you are chosen as the pharmacy provider, please describe how employees and dependents that are currently receiving treatment with a drug that is not in your formulary are treated for transition of care issues?

27. Please describe your implementation process. What guarantees are you willing to provide regarding implementation?

28. If you have any charges, which are not addressed in your quotation, please describe fully.

29. Are you prepared to place a percentage of your remuneration at risk as a penalty for substandard performance relating to member services or patient satisfaction? If so, please explain, including how your performance will be evaluated.



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30. Please provide a list of three of your public sector clients that have 300 or more employees who have pharmacy coverage with your firm.

31. Describe any deviations from these specifications in the Deviation from Specifications Form. Points not addressed will be construed to comply with these specifications.

32. Do you provide an Internet based administrative system for the employer to use for eligibility? Does this system allow the employer to retrieve claims reports? What Internet tools do the employees have?

33. How often does your formulary change?

34. How are formulary and pricing changes communicated to the employer and to employees?

Questionnaire
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1. Please describe your pharmacy network. Is it local or part of a national chain? Please explain. If you are quoting anything other than these products, please outline those products as well.

2. Please provide a complete employee zip code match for your pharmacy zip code service area.

3. Will you contract with specific providers and tailor the network to meet specific client needs?

4. How will out of network area care be handled? What are the procedures and penalties?

5. When a provider drops from the network (for any reason), what are the procedures to notify the patient and employer?

- a. How and when are they notified?
- b. Who notifies the plan and the provider's office?
- c. How often are provider lists updated to reflect these changes?
- d. Is the update provided online?

6. Do you periodically visit the provider offices? If so, what aspects of the setting are evaluated?

7. Do you conduct employee satisfaction surveys free of charge to the client? Are they client specific or based on your book of business? If so, how frequently are they conducted? Please provide a copy of your latest employee satisfaction survey.

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8. Pharmacy Locations in the counties of Montgomery, Roanoke, Franklin, Floyd, Pulaski, Giles, Radford, Wythe and Craig.
9. Do you rely on a formulary, require step therapy, or require prior authorization for certain drugs? Are there any specifically excluded drugs or limitations on drugs available? If so, are changes on the limitations communicated to the employees?
10. Please describe your mail order drug program.
11. Describe your specialty services to handle specialty medications. Are these medications paid as part of the pharmacy plan or medical plan? Describe your management of this class of drugs.
12. Are you able to carve out specific pharmacies in your network should the employer decide to do so?
13. Please describe unique characteristics that make your management of the pharmacy administration a positive for the County.
14. Do you have a diabetes management program? If so, please explain.
15. If specific local pharmacies will agree to your mail order pricing, will you contract with them for a 90-day supply?
16. Please provide a pharmacy offer with all rebates returned to the client. No traditional pharmacy quote is desired with spread pricing.

Please outline your definition of a generic and brand under your pharmacy offer.

17. Define all fixed costs for pharmacy administration. Please complete the grids below:

	Administration Cost
Cost Per Electronic Claim	
Cost Per Paper Claim	
Dispensing Fee for Retail Brand	
Dispensing Fee for Retail Generic	
Dispensing Fee for Mail Order Brand	
Dispensing Fee for Mail Order Generic	
Identify any compensation sent to a third party	

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	Guaranteed Rebate per Script
Generic	
Brand	

	Discount from Average Wholesale Price
Retail Brand	
Retail Generic	
Mail Order Brand	
Mail Order Generic	

**Annual Reporting:**

Provide a year-end report, outlining the following:

- a) claims discounts versus the average wholesale price for brand and generic on both a retail and mail order basis
- b) amount of dispensing fees paid during the year
- c) Account of manufacturer rebates for prescriptions taken by members
- d) Generic utilization rate and amount of savings available for drugs filled as brand name when a generic drug was available.

**Claims Administration**

1. For what dates are your administration fees guaranteed?
2. What would cause your claim administration fee to increase during the policy year?
3. How long is your quote valid?
4. Do you have Professional Liability and Fidelity Bond coverage? What amounts?
5. Will you release the name of claimants, dollar amounts of medical plan payments, dates paid and condition monthly for large claimants?
6. Explain and outline your estimated total dollar cost guarantees (plan administration and claims) for the first year and renewal years? If you cannot offer total dollar cost guarantees, what cost guarantees can you offer the first year and subsequent years?
7. If your services are terminated, describe how run-out claims administration would be handled and the cost for those services.

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10. List two previous clients who have terminated during the past 24 months for reason other than merger, acquisition, or business closure. Furnish names, addresses, person to contact and phone number.
  
18. The renewal will be due by to Mark III Brokerage, Inc. by June 1<sup>st</sup> yearly with any rate increases and/or provisional changes. Please confirm your agreement.
  
19. Agree that at termination or expiration of the contract, all data and records necessary to administer the health care program shall be transferred to the new contractor within thirty days of the County's request. Such transfer may be accomplished either by tape or by paper based upon the mutual agreement between the outgoing contractor and the County. This data may include but shall not be limited to: calendar year deductible and annual out-of-pocket limit credits applicable for each member for services incurred prior to the termination date; large claimant data including dollar amounts paid, diagnosis and prognosis; and annual utilization reports.

**Stop-Loss Coverage**

1. Please confirm that you will coordinate claims reporting with the chosen stop-loss carrier.
  
2. Are there any fees associated with providing claims reporting to the stop-loss carrier? If so, please explain in detail.
  
3. Are there any fees associated with providing claims reporting to the medical carrier? If so, please explain in detail.

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**Deviation Specifications Form**

Please Check One:

Our proposal adheres to all items specified in the Request for Proposal. If chosen as the vendor, we will agree to abide by the terms of our response to this RFP.

Our proposal adheres to all items specified in the Request for Proposal, except as detailed below. If chosen as the vendor, we will agree to abide by the terms of our response to this RFP.

Signed by: \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**GENERAL TERMS AND CONDITIONS**

1. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1 E).

In every contract over \$10,000 the provisions in A. and B. below apply:

- A. During the performance of this contract, the Contractor agrees as follows:
    - 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
    - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
  - B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to Montgomery County and the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Montgomery County and the Commonwealth of Virginia under said contract.
3. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
4. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of Montgomery County.
5. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any of the following ways:

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- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  - B. Montgomery County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Montgomery County a credit for any savings. Said compensation shall be determined by one of the following methods:
    - 1) By mutual agreement between the parties in writing; or
    - 2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to Montgomery County's right to audit the Contractor's records and/or to determine the correct number of units independently; or
    - 3) By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present Montgomery County with all vouchers and records of expenses incurred and savings realized. Montgomery County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Montgomery County within thirty (30) days from the date of receipt of the written order from Montgomery County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Agency Procurement and Surplus Property Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by Montgomery County or with the performance of the contract generally.
- 6 **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Director of Purchasing, Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Director of Purchasing's decision on the claim, unless that office fails to render such decision within thirty (30) days. Failure of the County to render a decision within thirty (30) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole

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remedy for the County's failure to render a decision within thirty (30) shall be the contractor's right to institute immediate legal action. The decision of the Director of Purchasing shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.

7. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
8. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
9. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, Montgomery County, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Montgomery County may have.
10. **DRUG-FREE WORKPLACE:** In every contract over \$10,000 the following provisions apply: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
11. **EO/AA STATEMENT:** Montgomery County, an equal opportunity, affirmative action institution covered by presidential executive order 11246 as amended, advises all contractors, subcontractors, vendors and suppliers that direct receipt of federal funds may require appropriate action on their part.
12. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.



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13. **FACSIMILE PROPOSALS:** Facsimile **unsealed** proposals received in the Montgomery County Purchasing Department prior to the time and date designated for bid submission will be accepted.

For **sealed** proposal programs, an Offeror may fax a proposal to a *non-Montgomery County* third party, who in turn must deliver it to the Purchasing Department in a sealed envelope before the proposal due date and time.

14. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

15. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless The County of Montgomery and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the negligence of the Contractor.

16. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179, by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Montgomery County Purchasing Department. Proposals received in the Montgomery County Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. Montgomery County is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or another means of delivery. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Montgomery County Purchasing Department by the designated date and hour.

17. **MANDATORY USE OF MONTGOMERY COUNTY FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Montgomery County form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of the request for proposal may be cause for rejection of the proposal; however, Montgomery County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, Montgomery County may, in its sole discretion, request that the Offeror withdraw or modify nonresponsive portions of a proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

18. **PAYMENT:**

A. **TO PRIME CONTRACTOR:**

- 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Montgomery County or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This

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shall not affect offers of discounts for payment in less than 30 days, however.

- 3) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- 4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

**B. TO SUBCONTRACTORS:**

- 1) A contractor awarded a contract under this solicitation is hereby obligated:
  - a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - b) To notify Montgomery County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in b. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

19. **PRECEDENCE OF TERMS:** Paragraphs 1, 2, 3, 7, 8, 12, 14, 17, 18 and 27 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
20. **PUBLIC NOTICE OF AWARD:** Public notice of the purchase order/contract award will be posted on the Public Information Board located in the lobby of the Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia. Award information may also be obtained by contacting the buyer whose name appears on the solicitation.
21. **QUALIFICATIONS OF OFFERORS:** Montgomery County may make such reasonable

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investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to Montgomery County all such information and data for this purpose as may be requested. Montgomery County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. Montgomery County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Montgomery County that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

22. **SUPREMACY CLAUSE:** Notwithstanding any provision in the Offeror's response to the contrary, the Offeror agrees that the terms and conditions contained in Montgomery County 's proposal prevail over contrary terms and conditions contained in the Offeror's response.
23. **TAXES:** Sales to Montgomery County and the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against the contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
24. **TESTING AND INSPECTION:** Montgomery County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
25. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price(s) offered are for FOB Destination and include only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
26. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation; the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which Montgomery County in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable Montgomery County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a sealed proposal only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.
27. **VENDOR'S MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available from the Division of Purchases and Supply in Richmond, VA [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps)

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28. **NONDISCRIMINATION OF CONTRACTORS:** An offeror or a contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.