

**MONTGOMERY COUNTY AND
MONTGOMERY COUNTY PUBLIC SCHOOLS, VIRGINIA**

Request for Proposal (RFP) # 20-01
for

FOR MEDICAL CLAIMS ADMINISTRATION, PRESCRIPTION DRUG CLAIMS
ADMINISTRATION, AND SPECIFIC STOP LOSS INSURANCE UNDER ONE CONTRACT
COVERING THE COUNTY AND SCHOOLS

Issue Date: May 2, 2019

Proposal Due Date and Hour: May 22, 2019 3:00 pm

For purposes of this RFP, Montgomery County is acting as procurement officer.

QUESTIONS: Should you have any questions regarding the procurement process, please feel free to contact Heather M. Hall, C.P.M., Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: hallhm@montgomerycountyva.gov

Questions of a substantive nature concerning the RFP should be put in writing and faxed or e-mailed to our consultants at Marsh & McLennan Agency, to the attention of Andrea Hansen, phone (540) 767-4169, fax (540) 777-6617, or e-mail andrea.hansen@marshmma.com

DUE DATE: One (1) original, five copies, and 1 Electronic copy, CD or Jump Drive of each proposal must be submitted. Sealed proposals will be received until May 22, 2019, until 3:00 pm. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification. Please also email a complete copy to Andrea Hansen, Marsh & McLennan Agency, andrea.hansen@marshmma.com. Please provide the RFP required responses in excel format.

ADDRESS: Proposals should be mailed or hand delivered to: Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179. Proposals must also be emailed to andrea.hansen@marshmma.com. Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

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Attachments:

- A. Montgomery County Terms and Conditions
- B. Montgomery County Standard Contract (sample)
- C. RFP Information
- D. RFP Required Responses (required to be returned in excel format, using the excel file provided)

COUNTY OF MONTGOMERY, VIRGINIA
RFP # 20-01
ISSUE DATE: MAY 2, 2019
(TO BE COMPLETED AND RETURNED)
GENERAL INFORMATION FORM

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration
Business Name / DBA Name / TA Name and Address		Payment Address	Purchase Order Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

RFP# 20-01

I PURPOSE: The purpose and intent of this Request for Proposal (RFP) is to obtain coverage and price proposals for a single health insurance benefit program for all eligible employees, retirees, and dependents of **Montgomery County and Montgomery County Public Schools** in Virginia represented as one group or unit quoted under a self-insured funding arrangement. For purposes of this RFP, Montgomery County is acting as procurement officer.

II BACKGROUND AND REQUESTED BENEFITS AND FUNDING:

The County and Schools have a combined self-insured contract with Anthem. The County covers 427 subscribers and retirees, while the Schools cover 1,264 subscribers and retirees.

CURRENT FUNDING

Currently, the County and Schools have a \$250,000 specific stop loss level. The specific contract covers claims incurred and paid from 10/1/14 through 9/30/19.

REQUESTED FUNDING

Respondents are asked to provide a self-insured proposal, **matching current benefits** as closely as possible. Each entity intends to offer their current benefit plans effective 10/19. **Please quote a 12/12 specific stop loss contract.** Coverage should provide unlimited coverage, include both medical and prescription drug claims, and cover approved clinical trial treatment services.

III STATEMENT OF NEEDS (REQUIRED TO BE RETURNED):

This Statement of Need is intended to establish minimum services and specific conditions the offeror should meet in order to fulfill the County/Schools' objectives. Following is a list of requirements that require a response. The offeror must outline in writing how these services and specific conditions will be met. This outline must be included in your proposal. Offerors are encouraged to provide additional services, which will enhance their ability to meet Montgomery County/Schools' objectives.

General

1. Provide and/or make available necessary, appropriate, and high quality medical care to each member.
2. Provide a single point of contact responsible for quality control, resolving problems, and expediting services related to the overall performance of the contract.
3. Maintain a toll-free customer service number for covered members.
4. Arrange through Network Providers, for the reasonable availability of Covered Services from a network of health care providers to Beneficiaries.
5. Vendor shall assist Montgomery County/Schools in complying with the requirements of any applicable state or federal statute, ordinance, law, rule, regulation, or order of any governmental or regulatory body having jurisdiction over the Plan.

6. Vendor shall maintain professional liability insurance coverage to insure against any claim for damages arising out of or by reason of any acts or omissions directly or indirectly in connection with Vendor participation in Utilization Review, Quality Improvement or Provider Contracting Services. Such coverage shall not be less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
7. Provide a technology budget to the County and Schools.
8. Provide the administrative services to bill retirees directly.
9. 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 Montgomery County/Schools request. Such transfer may be accomplished either by tape or by paper based upon the mutual agreement between the outgoing contractor and Montgomery County/Schools. 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.
10. The offeror is expected to be in compliance with all HIPAA regulations with regard to EDI standards, Privacy Rules, and Security Rules.
11. The offeror is expected to be in compliance and facilitate Montgomery County/Schools' compliance with all PPACA requirements.
12. Offeror warrants that any contact with employees/subscribers will only be made after adequate notice to Montgomery County/Schools as it relates to plan changes, issuance of ID cards, news/announcements.

Eligibility and Enrollment

13. Maintain membership files (including an identifying number other than a Social Security Number, dates of coverage, type of coverage, etc.) for each covered member.
14. Maintain separate accounts for the County and Schools and any required subgroups for actives, retirees <65, and COBRAs. Each member is assigned a group number with sub-group numbers.
15. Monitor plan eligibility for dependents, retirees, and retiree dependents; automatically notify members and terminate those no longer eligible for coverage; and notify Montgomery County/Schools of such terminations.
16. Accept enrollment data via facsimile transmission, in lieu of using an online enrollment system, if desired by the client.
17. However, 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.).

Claims Administration

18. Provide a systematic procedure for appeal of claims, including providing resources for external reviews required by PPACA.
19. Vendor shall maintain systems and procedures necessary or appropriate for the operation of a reasonable and appropriate Utilization Review
20. Vendor shall provide such systems and procedures, for the appropriate adjudication and payment of all claims for payment submitted to the Plan.
21. Upon review of a claim, if Vendor determines that such claim is a valid claim for Covered Services provided to a Beneficiary under the terms of the Plan, it shall recommend to Montgomery County/Schools that such claim be paid, and if Montgomery County/Schools approves such determination, Vendor shall pay such claim on behalf of Montgomery County/Schools from the Client Account. Montgomery County/Schools shall signify its approval of claims for payment by transferring sufficient money to cover approved claims to the Client Account in accordance with this Agreement. Vendor shall refer all claims with respect to which legal action has been taken against the parties, such as suit, attachment or restraining order, to Montgomery County/Schools for further processing.
22. Vendor shall advise Montgomery County/Schools of any disputed health care claims by Beneficiaries over which litigation has been commenced or threatened or which is reasonably likely to result in litigation. Vendor shall also refer to Montgomery County/Schools any other health care claims where the facts available to Vendor do not provide adequate basis for resolution of the claim by Vendor and determination of the claim may involve the exercise of discretion.
23. Montgomery County/Schools shall maintain a bank account, and Vendor shall be authorized as a limited agent thereof for the purpose of withdrawing funds for the payment of claims for Covered Services or Administrative Services Fees as set forth in this Agreement (the "Client Account"). The Client Account shall be fully funded by Montgomery County/Schools to assure that all necessary funding for the Plan is available so that Vendor can meet the obligations of the Plan on behalf of Montgomery County/Schools. Vendor shall provide Montgomery County/Schools with monthly emailed reports, summarizing the claims paid and invoices setting forth the Administrative Service Fees owed.
24. Vendor shall administer a coordination of benefits program on behalf of Montgomery County/Schools, subject to the approval of Montgomery County/Schools.
25. Where the Beneficiary has also filed a claim or an appeal under any law applicable to benefit entitlement, such as worker's compensation, unemployment compensation, or disability of any state, Vendor will recommend appropriate action (such as holding such claim in a pending file), or shall turn the claim over to Montgomery County/Schools if the claim becomes involved in legal action or proceedings under such laws.
26. Vendor shall cooperate with Montgomery County/Schools in the administration of a grievance and appeal mechanism for Beneficiaries. Vendor shall provide the first level of appeal under any

such grievance procedure. Please provide quote providing that Montgomery County/Schools or their designee shall have final authority on all disputed claims, subject to such external review as may be available under law OR that you will accept that responsibility. Vendor shall provide external review appeals process in compliance with PPACA.

27. Provide prescription drug prior authorization services as specified and directed by Montgomery County/Schools.
28. Process initial “claims for benefits” for Member Submitted Claims and PA requests consistent with the ERISA claims rules set forth in 29 CFR Part 2560 (or applicable state law if a non-ERISA plan). Vendor will not conduct any appeals of denied “claims for benefits,” however, shall identify third party companies authorized to determine appeals decisions, at the request of the client.
29. Provide clinical, safety, adherence and other like programs for the prescription drug program. Vendor will not implement any such program for which Montgomery County/Schools may incur an additional fee without Montgomery County/Schools’ prior written approval and election of such program.

Claims Reporting

Monthly Reporting

30. Monthly accounting statements by benefit plan and in aggregate for the County and Schools, including monthly enrollment, amount of claims paid, capitation expenses charged, detailed list of expenses charged, network discounts earned, and year to date claims exceeding the specific stop-loss limit.
31. Monthly excel file of large claims paid year to date provided in aggregate and indicating whether a County or Schools’ member. Also including whether each large claimant is participating in disease management.

Quarterly Reporting

32. Provide quarterly performance standards results.

Annual Reporting

33. Providing annual utilization report, detailing the hospitals and providers utilized indicating frequency of utilization and amount of claims paid, and network savings by physician, inpatient, outpatient, prescription drugs, and including wellness screenings data.
34. 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.

Other Reporting

- 35. Three ad-hoc reports per year, at no additional cost, will be provided at the request of Montgomery County/Schools.
- 36. The Commonwealth of Virginia enacted legislation in April, 2012 which created the Virginia All-Payer Claims Database (APCD). This is in development, however once the requirements for the APCD are promulgated, the Contractor is expected to submit claims in the specified format and at the specified frequency. The Contractor agrees to submit information at the frequency and format approved by the Department.
- 37. Carrier will provide at no charge up to 36 months of an electronic medical, pharmacy, Health Risk Assessment and eligibility file, when available, to Marsh & McLennan Agency's data warehouse via a secure FTP for the purpose of client specific medical management, benefit design recommendations and population health and Plan management.
- 38. Acknowledge that you can meet the data requirements specific to providing, at no charge to client, electronic medical, pharmacy and eligibility and any health risk assessment data files to Marsh & McLennan's (MMA) data warehouse, Verisk Health, via a secure FTP for the purpose of client specific medical management, benefit design recommendations and population health and plan management. File elements will be provided under separate cover. MMA utilizes Verisk Health's Sightlines Medical Intelligence tool. Please confirm that insurer/TPA/PBM/eligibility file manager is currently "mapped" to Verisk Health and that any future costs associated with a change in file layout to Verisk will be absorbed by insurer/TPA/PBM/eligibility file manager. These costs will be capped at \$2,500.
- 39. Confirm that insurer/TPA/PBM/eligibility file manager will meet the monthly deadlines provided by MMA and Verisk to ensure that all data files are mapped and transferred correctly and in a timely manner. A performance penalty of \$500 will be paid to client for each monthly transfer that the Marsh & McLennan Health Executive report cannot be developed as a result of data delays or issues.
- 40. Confirm that insurer/TPA can accept claims data from the counties clinic to incorporate into the overall claims data as well as provide claims information to the clinic to allow them the ability to follow up with the member on overall health issues.

Implementation

- 41. Meet with the appropriate employer's management staff within fifteen (15) days after the contract award date to review the offeror's health care program, present the proposed communication material, and jointly establish a preliminary implementation plan, open enrollment program, and schedule.
- 42. Draft such initial documents as Client may request such as the summary plan description, Identification Cards, Enrollment Kits, SBCs, Covered Individual Reimbursement Forms and Certificates of Creditable Coverage as required under HIPAA. The Client shall notify Vendor in

writing of its approval of these documents. Vendor is not a fiduciary with respect to the design of the Plan. Vendor will distribute the above mentioned, necessary documents directly to the homes of Plan members and beneficiaries when requested.

43. Furnish to each employee and retiree (and dependent if not residing with the employee), a hardcopy (or electronic copy with an option for members to request a hard copy) benefit booklet outlining and defining all covered services, limitations and exclusions, procedures for receiving services, schedule of benefits, COBRA, HIPAA, and other ERISA plan information requirements. The initial booklet proof must be provided to Montgomery County/Schools on a timely basis, but not later than the contract effective date (10/1/19). Montgomery County/Schools shall review and approve the booklets prior to distribution. Booklets must be reprinted should changes be required. Booklets should also be available in .pdf format for posting electronically.
44. Furnish sufficient copies of detailed summary of benefits, limitations and exclusions for each plan offered, and network directories for each eligible employee and retiree during open enrollment periods.
45. Provide an identification card to all covered members prior to the effective date of the program (10/1/19). During the contract period, provide an identification card to new members within fifteen (15) days of their enrollment date if outside an open enrollment period or prior to 10/1 if enrollment occurs as a result of the annual open enrollment period.
46. Enrollment meetings. Vendor will be available for in-person enrollment meetings as requested by Montgomery County/Schools, providing all appropriate hardcopy enrollment materials.
47. Provide performance guarantees with financial penalties for successful implementation and ongoing services of the contract.

Subsequent Renewals

48. Each February 1 provide a detailed renewal underwriting analysis to Montgomery County/Schools for the upcoming October 1 plan year. Detailed utilization data comparing current and prior years (if applicable) must be provided.

Wellness

49. Partner with Montgomery County/Schools on a wellness plan for members to encourage healthy lifestyle behaviors.
50. Please provide a monetary wellness contribution for the County/Schools.

IV PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original, five (5) copies and 1 Electronic format, CD or Jump Drive of each proposal must be submitted to:

Heather M. Hall, C.P.M., Procurement Manager
Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

Please also email a complete copy to Andrea Hansen, Marsh & McLennan Agency, andrea.hansen@marshmma.com. Please provide the RFP required responses in excel format.

Identify on outside of envelope: Sealed RFP # 20-01

RFP Due date/Opening date and hour: May 22, 3:00 P.M.

The Offeror shall make no other distribution of the proposal.

2. Proposal Preparations:

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manager will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals will be reviewed and evaluated by a Committee as designated by the County.
- c. Proposal should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP (i.e., General Information Form, Statement of Needs, and RFP Required Responses). All pages of the proposal should be numbered.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the County/Schools pursuant to the RFP shall belong exclusively to the County/Schools and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-

4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and as detailed as possible so that the County/Schools may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. The return of the RFP General Information Form and addenda, if any, signed and completed as required.
2. The return of the Section III. Statement of Needs (word format) with affirmation of ability to provide each service component.
3. The return of Attachment D. Required RFP Responses (in excel format).
4. Please provide four (4) recent references, similar to Montgomery County and Schools, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address and the name, phone number and email address of the individual Montgomery County and Schools has your permission to contact.

V. EVALUATION AND AWARD OF CONTRACT:

A. Award of Contract: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Montgomery County and Schools shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Montgomery County may cancel the Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.) Should Montgomery County and Schools determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated. See Attachment B for sample contract form.

B. Evaluation Criteria: Proposals shall be evaluated by the County and Schools using the following criteria:

1. The ability of the offeror to provide the coverage described herein as evident by current and past experience (10 points)

2. The offeror's experience in providing the required services as evidenced by references included in the proposal (10 points)
3. The resources the offeror has available to provide all required services, process claims and provide timely information to Montgomery County and Schools and its employees (10 points)
4. The quality and cost of the proposed plans to Montgomery County and Schools and its employees (30 points)
5. The quality of the provider network and other contracts that improve the quality of the proposed benefit programs, including, but not limited to discounts, access and disruption of service to current participants (30 points)
6. The overall quality of the offeror's proposal that clearly illustrates the offeror's understanding of the requirements herein and indicates the offeror's flexibility in meeting the needs of Montgomery County and Schools and its employees (5 points)
7. Other criteria as deemed important to the program (i.e. amount of support staff, structure of the organization and the quality control practices of the firm) (5 points)

VI RESERVATION OF RIGHTS: Montgomery County reserves the right to award in part or in whole, to one or more vendors, or to reject any or all proposals, whichever is deemed to be in its best interest.

VII CONTRACT ADMINISTRATION: Clay McCoy, Director of Human Resources of Montgomery County and Tommy Kranz, Assistant Superintendent of Operations for Montgomery County Schools shall be identified as the Contract Administrators and shall use all powers under the contract to enforce its faithful performance. The Contract Administrators, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrators, or their designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

VIII PAYMENT PROCEDURES: The County will authorize payment to the Contractor after receipt of Contractor's correct invoice for services rendered. Invoices shall be sent to:

Montgomery County
Attn: Karen Poff, Finance Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073

IX CONTRACT PERIOD: The term of this contract is for one year or as negotiated. There will be an option for four (4) one-year renewals or as negotiated.

**MONTGOMERY COUNTY
ATTACHMENT A
TERMS AND CONDITIONS**

GENERAL TERMS AND CONDITIONS

http://www.montgomerycountyva.gov/filestorage/16277/16344/16633/16661/RFP_terms_and_conditions.pdf

SPECIAL TERMS AND CONDITIONS

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Montgomery County will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
3. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:

Montgomery County
Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Montgomery County Purchasing Department.

5. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
6. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal received in response to this solicitation shall be valid for (180) days. At the end of the (180) days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
7. **AUTHORIZED USERS:** Additional State agencies, institutions and/or other public bodies may be added or deleted to receive the goods or services resulting from this solicitation. The addition or deletion of authorized users shall be made only by written modification to the contract. Such modification shall name the specific agency added or deleted and the effective date.
8. **SEVERAL LIABILITY:** Montgomery County will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

**ATTACHMENT B
COUNTY OF MONTGOMERY
STANDARD CONTRACT**

Contract Number:

This contract entered into this ____ day of, 201__, by _____ hereinafter called the “Contractor” and the County of Montgomery, called the “County”.

WITNESSETH that the Contractor and the County, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request For Proposal Number, dated _____, together with all written modifications thereof, the proposal submitted by the Contractor dated _____ and the Contractor’s letter dated _____, all of which contract documents are incorporated herein.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By: _____
Title: _____

COUNTY OF MONTGOMERY:

By: _____
Title: _____