



# ARLINGTON VIRGINIA

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

## NOTICE OF RENEWAL

**TO:** QUEST DIAGNOSTICS, INC.  
4380 FEDERAL DRIVE  
GREENSBORO, NC 27410

DATE ISSUED: FEBRUARY 6, 2020

CURRENT REFERENCE NO: 21-DHS-EP-573

CONTRACT TITLE: T\_SPOT TUBERCULOSIS TESTS

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**THIS IS A NOTICE OF A RIDER CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

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Arlington rides the Lead Agency's contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

**LEAD AGENCY NAME:** VIRGINIA DEPARTMENT OF HEALTH  
**LEAD AGENCY CONTRACT NUMBER:** VDH-20-603-0062  
**EFFECTIVE DATE:** FEBRUARY 1, 2023  
**EXPIRES:** JANUARY 31, 2024  
**RENEWALS:** NO RENEWALS REMAIN

**ATTACHMENTS:**  
ATTACHMENT A – COMMONWEALTH OF VIRGINIA DEPARTMENT OF HEALTH CONTRACT NUMBER VDH-20-603-0062

**EMPLOYEES NOT TO BENEFIT:**  
**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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VENDOR CONTACT: QURON L. LEWIS VENDOR TEL. NO.: (301) 473-2207

EMAIL ADDRESS: [QURON.L.LEWIS@QUESTDIAGNOSTICS.COM](mailto:QURON.L.LEWIS@QUESTDIAGNOSTICS.COM)

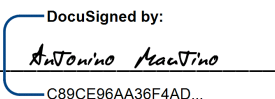
COUNTY CONTACT: EVELYN POPPELL COUNTY TEL. NO.: (703) 228-5600

COUNTY CONTACT EMAIL: [EPOPPELL@ARLINGTONVA.US](mailto:EPOPPELL@ARLINGTONVA.US)

### **PURCHASING DIVISION AUTHORIZATION**

NAME: ANTONINO MAUTINO

TITLE: BUYER

SIGNATURE:   
DocuSigned by:  
Antonino Mautino  
C89CE96AA36F4AD...

DATE: 7/6/2023

**AMENDMENT OF AGREEMENT  
BETWEEN  
VIRGINIA DEPARTMENT OF HEALTH  
AND  
QUEST DIAGNOSTICS INCORPORATED**

THIS AMENDMENT is effective as of the last date of signature below (the “Effective Date”), by and between **Quest Diagnostics Incorporated** (“Quest Diagnostics”) and **Virginia Department of Health** (“Department”).

The parties entered into an Agreement on February 6, 2020 (the “Agreement”) and now desire to amend the Agreement as described below.

The parties agree as follows:

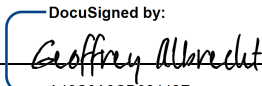
1. To extend the term of the Agreement from February 1, 2023 through January 31, 2024.

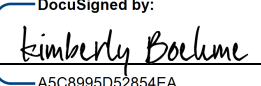
Capitalized terms not specifically defined herein shall have the meanings assigned to them in the Agreement.

All other terms of the Agreement, including the Attachment(s) thereto, not specifically modified by this Amendment, remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.

**QUEST DIAGNOSTICS INCORPORATED**

**VIRGINIA DEPARTMENT OF HEALTH**

By:  \_\_\_\_\_  
DocuSigned by:  
A46C0A0CD92442E...

By:  \_\_\_\_\_  
DocuSigned by:  
A5C8995D52854EA...

Print Name: Geoffrey S. Albrecht

Print Name: Kimberly Boehme

Title: Regional Vice President - Northeast

Title: Director - Division of General Procurement

Date: 5/9/2023 | 3:54 PM PDT

Date: 5/9/2023 | 11:27 AM PDT

**Certificate Of Completion**

Envelope Id: 233A5A7BAF624658AE6F76E071B72EB6

Status: Completed

Subject: Request for eSignature: Virginia Department of Health & Quest Diagnostics  
fcorgid: 00DG0000000C76qMAC

Source Envelope:

Document Pages: 1

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Paul Yoon

AutoNav: Enabled

1201 S. Collegeville Road

Enveloped Stamping: Enabled

Collegeville, PA 19426

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

paul.y.yoon@questdiagnostics.com

IP Address: 13.110.78.8

**Record Tracking**

Status: Original

Holder: Paul Yoon

Location: DocuSign

5/8/2023 1:32:21 PM

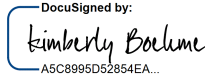
paul.y.yoon@questdiagnostics.com

**Signer Events**

Kimberly Boehme

Kimberly.Boehme@vdh.virginia.gov

Director - Division of General Procurement

Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
  
A5C8995D52854EA...

Signature Adoption: Pre-selected Style

Using IP Address: 161.69.54.11

**Timestamp**

Sent: 5/8/2023 1:34:40 PM

Resent: 5/9/2023 10:28:01 AM

Viewed: 5/9/2023 11:09:54 AM

Signed: 5/9/2023 11:27:36 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Geoffrey Albrecht

geoffrey.s.albrecht@questdiagnostics.com

Regional Vice President-Northeast

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
A46C0A0CD92442E...

Signature Adoption: Pre-selected Style

Using IP Address: 165.225.8.248

Sent: 5/9/2023 11:27:37 AM

Viewed: 5/9/2023 3:54:34 PM

Signed: 5/9/2023 3:54:56 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Quron Lewis

quron.l.lewis@questdiagnostics.com

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 5/8/2023 1:34:40 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Witness Events****Signature****Timestamp**

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	5/8/2023 1:34:40 PM
Envelope Updated	Security Checked	5/9/2023 10:28:00 AM
Envelope Updated	Security Checked	5/9/2023 10:28:00 AM
Envelope Updated	Security Checked	5/9/2023 10:28:00 AM
Certified Delivered	Security Checked	5/9/2023 3:54:34 PM
Signing Complete	Security Checked	5/9/2023 3:54:56 PM
Completed	Security Checked	5/9/2023 3:54:56 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**VIRGINIA DEPARTMENT OF HEALTH  
OFFICE OF PURCHASING AND GENERAL SERVICES (OPGS)  
109 GOVERNOR STREET  
RICHMOND, VIRGINIA 23219**

**SOLE SOURCE CONTRACT**

**VDH -20-603-0062**

This contract entered into on the last date of signature by the Virginia Department of Health, Office of Purchasing and General Services hereinafter called the "Department" and the Quest Diagnostics Inc., 4380 Federal Drive, Greensboro, NC 27410 hereinafter called the "Contractor".

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

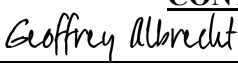
**SCOPE OF CONTRACT:** The Contractor shall provide T-Spot Tuberculosis tests to the Department as set forth in the Contract Documents.

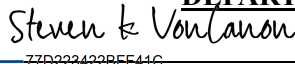
**PERIOD OF PERFORMANCE:** Date of last signature through January 31, 2021 , and renewable in Accordance with section Section III. F , of the Special Terms and Conditions.

The contract documents shall consist of:

1. This signed form;
2. The attached purchasing description, which consists of:
  - a. The Scope of Work, and/or item description
  - b. The General Terms and Conditions
  - c. The Special Terms and Conditions all of which documents are incorporated herein.
  - d. Method of Payment
  - e. List of Local Health District

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

DocuSigned by: **CONTRACTOR**  
  
A46C0A0CD92442E...  
 \_\_\_\_\_  
*Signature*  
 RVP  
 \_\_\_\_\_  
*Title*  
 2/5/2020 | 12:07 PM EST  
 \_\_\_\_\_  
*Date*

DocuSigned by: **DEPARTMENT**  
  
77D223422BFF41C...  
 \_\_\_\_\_  
*Signature*  
 Chief Procurement Officer, Director  
 \_\_\_\_\_  
*Title*  
 2/6/2020 | 11:24 AM EST  
 \_\_\_\_\_  
*Date*

**Note:** This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, &2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

## I. SCOPE OF WORK AND PRICING:

Quest Diagnostics Inc. shall furnish T-Spot test packets for tuberculosis testing at a price of \$43.50 per test. This pricing includes green top test tubes and shippers for each of the 35-plus locations of the Virginia Department of Health.

### ADDITIONAL INFORMATION:

For tests ordered by Virginia Department of Health (VDH) that are to be billed to third party payers, Quest Diagnostics Inc. (QD) will invoice such payers at list price, subject to any applicable agreements, adjustments or other discounts. VDH shall provide QD with third party payer information for patients for whom tests are ordered. VDH shall have sole responsibility for ensuring the accuracy of the provided information. If the patient does not have insurance, or VDH fails to provide accurate and complete third party payer information, or QD is unable to secure payment from the third party payer for tests or test services, tests or test services will be billed to VDH. VDH will be billed the difference between the amount received by QD from the third party payor and the VDH stated price of \$43.50. If QD receives payment from a third party payor in excess of the VDH price, no amounts shall be due from VDH. The patient will not be billed directly. In no event shall the total amount paid by VDH exceed the amount of \$43.50. QD will invoice VDH within sixty (60) days of the date of service for all tests for which VDH bears payment responsibility consistent with this paragraph. QD will conform with all applicable laws, rules, and regulations relating to billing third party payers and/or patients for its services.

## II. GENERAL TERMS AND CONDITIONS:

### A. VENDORS MANUAL:

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the "Vendor" tab.

### B. APPLICABLE LAWS AND COURTS:

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth of Virginia. The Department and the Contractor are encouraged to resolve any issues in controversy arising from the award of this Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Department, the Locations, and Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### C. ANTI-DISCRIMINATION:

The Department, the Locations, and Contractor agree to 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 § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. 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*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:

a. 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 provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that Contractor is an equal opportunity employer.

c. 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.

d. The requirements of these provisions 1. and 2. are a material part of this Contract. If the Contractor violates one of these provisions, the Department may terminate this Contract for breach upon thirty (30) days prior written notification to Contractor. Violation of one of these provisions may also result in debarment from the Commonwealth of Virginia contracting regardless of whether this Contract is terminated.

e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The Contractor will include the provisions of 1. above in every applicable subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**D. ETHICS IN PUBLIC CONTRACTING:**

By submitting their proposals, Offerors certify that their bids 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.

**E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

Applicable for all contracts over \$10,000: By entering into this Contract with the Department, the Contractor certifies that the Contractor does not, and shall not during the performance of this Contract for Services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**F. DEBARMENT STATUS:**

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or bids 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.

**G. ANTITRUST:**

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of 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 the Commonwealth of Virginia under said contract.

**H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:**

Failure to submit a bid on the official state form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provision of the contract shall be effective unless reduced to writing and signed by the parties.

**I. CLARIFICATION OF TERMS:**

If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder 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.

**J. PAYMENT:**

1. To Prime Contractor:

- a. 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 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).
- b. 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 shall not affect offers of discounts for payment in less than 30 days, however.
- c. 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.
- d. 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.
- e. **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 a 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*).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
- (1). 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
  - (2). To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. 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 (2) 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.
3. Each prime Contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

**K. PRECEDENCE OF TERMS:**

The following General Terms and Conditions: VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986. DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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.

**L. QUALIFICATIONS OF Offeror:**

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**M. TESTING AND INSPECTION:**

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**N. ASSIGNMENT OF CONTRACT:**

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

**O. CHANGES TO THE CONTRACT:**

Changes can be made to the contract in any of the following ways:

- (i) 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.
- (ii) The Virginia Department of Health 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 services to be performed, 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 the Virginia Department of Health a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. 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 the Department of Correction's right to audit the Contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the Contractor to proceed with the work and 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 the Virginia Department of Health with all vouchers and records of expenses incurred and savings realized. The Virginia Department of Health 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 the Virginia Department of Health within thirty (30) days from the date of receipt of the written order from the Virginia Department of Health. 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 Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Virginia Department of Health or with the performance of the contract generally.

**P. DEFAULT:**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, 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 the Commonwealth may have.

**Q. TAXES:**

Sales to 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 this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

**R. INSURANCE:**

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be included as an additional insured to the policy by a blanket endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

**S. DRUG FREE WORKPLACE:**

Applicable for all contracts over \$10,000:

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 applicable 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.

**T. NONDISCRIMINATION OF CONTRACTORS:**

A Bidder, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, sexual orientation, gender identity, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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.

**U. AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this Contract ("Available Funds"). The parties agree that the Department and/or Locations shall not submit any requests for Services after the Available Funds have been exhausted. If the Department or Locations submits a request for Services after expiration or termination and Contractor invoices for such Services, the submitting Department and/or Locations agree to pay for such Services rendered. This provision shall survive the expiration or termination of this Contract.

**V. BID PRICE CURRENCY:**

Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

**W. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of

authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Please see website for Commonwealth of Virginia: General Terms and Conditions that are applicable to this rebate or contract.

<http://dps.dgs.virginia.gov/DPS/DownLoad/TermsAndConditions.pdf>

### III. SPECIAL TERMS AND CONDITIONS:

#### A. **AUDIT:**

The Contractor shall 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. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

#### B. **CANCELLATION OF CONTRACT:**

The both parties may, at their option, terminate this Contract, without penalty, upon 60 days prior written notice to the other party. The parties agree that the Department and/or Locations shall not submit any requests for Services after termination of this Contract. If the Department or a Location submits a request for Services after termination and Contractor invoices for such Services, the submitting Department and/or Locations agree to pay for such Services rendered. This provision shall survive the expiration or termination of this Contract.

#### C. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:**

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

#### D. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

1. By signature of this contract, the Contractor agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, in the performance of this contract (agreement) shall:
  - a. Not use or further disclose protected health information (PHI) other than as permitted or required by terms of this contract or as required by law;
  - b. Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this contract;
  - c. Report to VDH any use or disclosure of PHI not provided for by this contract;

- d. Mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of this contract;
  - e. Impose the same requirements and restrictions contained in this contract on its subcontractors and agents;
  - f. Provide access to PHI contained in its records to VDH, in the time and manner designated by VDH, or at the request of VDH, to an individual in order to meet HIPAA access;
  - g. Make available PHI in its records to VDH for amendment and incorporate any amendments to PHI in its records at VDH request;
  - h. Document and provide to VDH information relating to disclosures of PHI as required for VDH to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the HIPAA Privacy Rule; and
  - i. Make its internal practices, books, and records relating to use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining compliance with the HIPAA Privacy Rule.
2. HIPAA Confidentiality: The Contractor acknowledges and understands that its employees may have access to confidential information, including Protected Health Information (PHI) regarding employees, clients/patients, or the public. In addition, the Contractor acknowledges and understands that its employees may have access to proprietary or other confidential information or business information belonging to VDH. Therefore, except as required by law, the Contractor agrees that its employees shall not:
- a. Access or attempt to access data that is unrelated to their job duties or authorization;
  - b. Access or attempt Protected Health Information (PHI) beyond their stated authorized HIPAA access level;
  - c. Disclose to any other person or allow any other person access to any information related to VDH or any of its facilities that is proprietary or confidential and/or pertains to employees, students, patients, or the public. Disclosure of information includes, but is not limited to, verbal discussions, fax transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.
  - d. Disclose Protected Health Information (PHI) in violation of HIPAA regulations.

The Contractor understands that VDH and its employees, clients/patients, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that VDH may seek legal remedies available to it should such disclosure occur. Further, VDH understands that violations of this agreement may result in contract default.

**E. QUANTITIES:**

It is anticipated that the Virginia Department of Health will use approximately 3,600 to 3,800 tests annually; however, these quantities are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown. Quantities set forth in this solicitation are estimates only, and the Contractor

shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

**F. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for two (2) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

**G. WARRANTY (COMMERCIAL):**

The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

**H. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:**

**The solicitation/contract will result in (multiple) purchase order(s) with applicable eVA transaction fee assessed for each order.**

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eva.virginia.gov](http://www.eva.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

**I. CONTINUITY OF SERVICES:**

- A. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees-
1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  2. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  3. That the Agency Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- B. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

**IV. METHOD OF PAYMENT:**

The Contractor will be paid upon completion of installation, testing and acceptance by the Purchasing Agency. Valid invoices greater than of \$5,000 shall be submitted to the Purchasing Agency by the tenth of the month following the month of service. Payment will be made in accordance with the Prompt Payment Act of Virginia.

Invoices shall be submitted to the address shown on the purchase order.

For valid invoices equal to or less than \$5000, payment may be made using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC). The SPCC currently used is a VISA card issued through the Bank of America. Vendors are encouraged, but not currently required, to complete and changes to their eVA registration that would enable them to received these types of payments electronically.

All invoices from the Contractor shall identify, at a minimum, the following:

- a. Contract Number
- b. Invoice Date
- c. Services Date
- d. Detailed Description of Service
- e. Qty
- f. Unit Price
- g. Total Cost
- h. Going forward we will require detailed listing of charges per month:
  - 1 – Continue detailed listing of current charges invoiced to TB Control (eg. invoice# T605637)

**V. LOCAL HEALTH DISTRICTS**

**The following health districts and their various offices are authorized users of this contract:**

Alexandria Health District – Alexandria, Virginia  
Alleghany Health District – Fincastle, Virginia  
Arlington Health District – Arlington, Virginia  
Central Shenandoah Health District – Staunton, Virginia  
Central Virginia Health District – Lynchburg, Virginia  
Chesapeake Health District – Chesapeake, Virginia  
Chesterfield Health District – Chesterfield, Virginia  
Chickahominy Health District – Ashland, Virginia  
Crater Health District – Petersburg, Virginia  
Cumberland Plateau District – Lebanon, Virginia  
Eastern Shore Health District – Accomac, Virginia  
Fairfax Health District – Fairfax, Virginia  
Hampton Health District – Hampton, Virginia  
Henrico Health District – Henrico, Virginia  
Lenowisco Health District – Wise, Virginia  
Lord Fairfax Health District – Winchester, Virginia  
Loudoun Health District – Leesburg, Virginia  
Mount Rogers Health District – Marion, Virginia  
New River Health District – Christiansburg, Virginia  
Norfolk City Health District – Norfolk, Virginia  
Peninsula Health District – Newport News, Virginia  
Piedmont Health District – Farmville, Virginia  
Pittsylvania/Danville Health District – Danville, Virginia  
Portsmouth Health District – Portsmouth, Virginia  
Prince William Health District – Manassas, Virginia



Rappahannock Health District – Fredericksburg, Virginia  
Rappahannock/Rapidan Health District – Warrenton, Virginia  
Richmond City Health District – Richmond, Virginia  
Roanoke City Health District – Roanoke, Virginia  
Southside Health District – Boydton, Virginia  
Thomas Jefferson Health District – Charlottesville, Virginia  
Three Rivers Health District – Saluda, Virginia  
Virginia Beach Health District – Virginia Beach, Virginia  
West Piedmont Health District – Martinsville, Virginia  
Western Tidewater Health District – Suffolk, Virginia