

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

NOTICE OF CONTRACT AWARD

TO:	DATE ISSUED:	December 14, 2017
Laboratory Corporation of America Holding Inc.	AGREEMENT NO:	18-053-R
500 Perimeter Park Drive, Suite C		
P.O. Box 1280	AGREEMENT TITLE:	'Laboratory Supplies and Equipment'
Burlington, North Carolina 27560		

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

The contract term covered by this Notice of Award is effective **December 14, 2017 thru August 26, 2019**. This is the first term of a two- year contract with the option of four (4) additional 2 year (24) month options to renew through 2023 contingent on the Commonwealth of Virginia Department of General Services renewal.

The contract documents consist of the terms and conditions of Agreement No. 18-053-R, Commonwealth of Virginia Department of General Services Contract Number E194-212, including any exhibits or attachments.

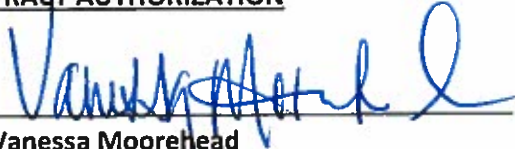
*****ALL PURCHASE ORDERS ISSUED AGAINST THIS CONTRACT MUST INCLUDE THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF GENERAL SERVICES CONTRACT NUMBER E194-212 ON EACH PURCHASE ORDER.*****

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Leslie Shelton	TELEPHONE NO.:	(804) 627-2549
	EMAIL ADDRESS:	sheltol@labcorp.com
COUNTY CONTACT: Ifiok Ibanga	TELEPHONE NO.:	(703) 228-5583
	EMAIL ADDRESS:	libanga@arlingtonva.us

CONTRACT AUTHORIZATION

AUTHORIZED SIGNATURE: 
Name: Vanessa Moorehead
Title: Procurement Officer
Date: 12/14/17

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

RIDER AGREEMENT NO. 18-053-R

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Laboratory Corporation of America Holding Inc., 500 Perimeter Park Drive, Suite C, PO Box 1280, Burlington, North Carolina 27560 ("Contractor"), a North Carolina corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Attachment A (Arlington County Insurance Checklist), and Attachment B (Commonwealth of Virginia Department of General Services, contract number E194-212) together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by the Commonwealth of Virginia Department of General Services and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the Commonwealth of Virginia Department of General Services, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase Commonwealth of Virginia Department of General Services wherever that phrase (those phrases) appear(s) in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and/or services for the County ("Work") shall commence on the date of execution and shall be completed no later than August 26, 2019 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than four (4) additional two (2) year (24) month periods from August 27, 2019 to August 26, 2027, each such period shall be referred to as a "Subsequent Contract Term").

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Contract Documents between the Commonwealth of Virginia Department of General Services and Laboratory Corporation of America Holdings, Contract number E194-212. Payment paragraph below, at the unit prices set forth in Attachment B, for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

If the Contractor and the County do not agree on a contract amount for a Subsequent Contract Term using the procedure set forth above by the thirtieth (30th) calendar day prior to the final day of the Initial Contract Term or any Subsequent Contract Term, the County may in its sole discretion terminate the Contract whether or not the County has previously elected to extend the Contract's term. The contract amount/unit price that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the duration of the next Subsequent Contract Term.

4. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to provide the goods and/or services described in the Contract Documents between the Commonwealth of Virginia Department of General Services and Laboratory Corporation of America Holdings, Contract number E194-212 (Attachment B) (hereinafter "the Work"). The primary purpose of the Work is to Laboratory Supplies and Equipment.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. *COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor

with the Commonwealth of Virginia Department of General Services, contract number E194-212 on each Purchase Order by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. *NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. *PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract;
or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. *EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

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 related 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 such 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 Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. *EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. *DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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 by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor 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.

13. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

14. *RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. *DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of

law.

16. *APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Leslie H. Shelton, Regional Manager, Business Development
8040 Villa Park Drive
Richmond, Virginia 23228

TO THE COUNTY:

Rudbel Alfaro, Project Officer
2120 Washington Blvd – 3rd Floor
Arlington, VA 22204

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

19. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

20. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts in the Insurance Checklist (Attachment A) prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
HOLDING INC.
COUNTY, VIRGINIA

LABORATORY CORPORATION OF AMERICA

AUTHORIZED
SIGNATURE: 

AUTHORIZED
SIGNATURE: 

NAME: MICHAEL E. BEVIS
TITLE: PURCHASING AGENT

NAME AND
TITLE: Brian Wilcox VP

DATE: 12/14/17

DATE: 12/12/17

Attachment A - CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

REQ'D	COVERAGES REQUIRED	LIMITS (FIGURES DENOTE MINIMUMS)

X	1. Workers' Compensation	Statutory limits of Virginia
x	2. Employer's Liability	\$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
x	3. Commercial General Liability	\$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
x	4. Premises/Operations	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
x	5. Automobile Liability	\$1 Million BI/PD each accident, Uninsured Motorist
x	6. Owned/Hired/Non-Owned Vehicles	\$1 Million BI/PD each accident, Uninsured Motorist
x	7. Independent Contractors	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
x	8. Products Liability	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
x	9. Completed Operations	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
x	10. Contractual Liability (Must be shown on Certificate)	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
	11. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate
x	12. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury
	13. Per Project Aggregate	\$ _____
	14. Professional Liability	
	a. Architects and Engineers	\$1 Million per occurrence/claim
	b. Asbestos Removal Liability Medical	\$2 Million per occurrence/claim
	c. Medical Professional Liability	\$1 Million per occurrence/claim
	15. Miscellaneous E&O	\$1 Million per occurrence/claim
x	16. Motor Carrier Act End. (MCS 90)	\$1 Million BI/PD each accident, Uninsured Motorist
	17. Motor Cargo Insurance	\$ _____
	18. Garage Liability	\$1 Million Bodily Injury, Property Damage per occurrence
	19. Garagekeepers Liability	500,000 Comprehensive, \$500,000 Collision
	20. Inland Marine-Bailee's Insurance	\$ _____
	21. Moving and Rigging Floater	Endorsement to CGL
	22. Dishonesty Bond	\$ _____
	23. Builder's Risk	Provide Coverage in the full amount of contract
	24. XCU Coverage	Endorsement to CGL
	25. USL&H	Federal Statutory Limits
x	26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent	
x	27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.	
x	28. The County shall be named Additional Insured on all policies except Workers Compensation and Auto.	
x	29. Certificate of Insurance shall show Bid Number and Bid Title.	
	30. OTHER INSURANCE REQUIRED:	_____
INSURANCE AGENT'S STATEMENT:		
I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.		
CONTRACTOR'S STATEMENT:		
If awarded the contract, I will comply with contract insurance requirements.		
CONTRACTOR NAME: Laboratory Corporation of America Laboratory Corporation of America Holding, Inc.		AUTHORIZING SIGNATURE:



COMMONWEALTH of VIRGINIA

Department of General Services

Division of Purchases and Supply
1111 East Broad Street
P.O. Box 1199
Richmond, Virginia 23218-1199
(804) 786-3842
FAX (804) 225-3707

**CONTRACT #E194-212
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
LABORATORY CORPORATION OF AMERICA HOLDINGS**

This term contract agreement is between the Commonwealth of Virginia hereinafter referred to as "State" or "Commonwealth," and Laboratory Corporation of America Holdings, hereinafter referred to as the "Contractor" or "Labcorp", relating to the award of Contract #E194-212 effective August 27, 2017, hereinafter referred to as the "Contract" or "Agreement."

This term contract is hereby accepted for Clinical Reference Laboratory Services to support clinical laboratory testing and related services required by various public entities throughout the Commonwealth of Virginia. This contract is subject to all the General terms and Conditions, Special terms and Conditions, Fixed Market Basket Pricing and all the other requirements of the solicitation, (IFB E194-212), and other stipulations agreed upon on June 20, 2017, if any.

The initial contract will be in effective for two (2) years starting period August 27, 2017 through August 26, 2019, the contract may be renewed at the sole discretion of the Commonwealth, for up to four (4) additional two (2) year successive periods. Reference: IFB Contract E194-212, Special Term and Condition "Renewal of Contract."

Both parties hereby agree to the pricing on B; Market Basket List submitted by Labcorps on March 15, 2017. Also notices that the following price changes that were negotiated on June 20, 2017.

Adjusted Pricing for the following tests:

RPR \$1.25
TPPA \$3.00
HIV \$5.00
Multispot \$27.00
HIV NAAT \$50.00
fGC/CT NAAT \$10.00

NOTICE TO ALL STATE AGENCIES AND OTHER PUBLIC BODIES: This contract is the result of a Competitive Negotiation RFP and its use is mandatory for all State Agencies. In all the purchase of any commodity listed herein. Virginia localities, cities, counties, towns, political subdivisions, and institutions of higher education may use this contract.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

LABORATORY CORPORATION OF AMERICA HOLDINGS

By: BW
(Signed)
Brian Wilcox
Printed Name
AVP
Title
Date: 6/27/17

COMMONWEALTH OF VIRGINIA

By: [Signature]
(Signed)
DAVID AUGUSTAS
Printed Name
Procurement Manager II
Title
Date: 6/28/2017