



**AGREEMENT FOR CONTRACT SERVICES BETWEEN
THE CITY OF LAREDO, TEXAS
AND
Quest Diagnostics, Inc.**

This agreement for contract services ("Agreement") is made by and between the **City of Laredo**, Webb County, Texas, a home-rule municipality, acting by and through its duly authorized City Manager ("**City**"), and which maintains a primary business address of 1110 Houston Street, Laredo, Webb County, Texas, and **Quest Diagnostics, Inc. ("Provider")**, acting through its duly authorized agent, Chad Richards, which maintains a primary business address of 500 Plaza Drive, Secaucus, NJ 07094. The City and **Quest Diagnostics, Inc.** are hereinafter sometimes referred to as the Parties.

WHEREAS, City has sought by issuance of a Request for Proposal or Invitation for Bids, the performance of work and/or services defined and described more particularly in Section I of this Agreement;

WHEREAS, Provider, following the submission of a proposal or bid for the performance of the Work and/or Services defined and described particularly in Section I of this Agreement, was selected by the City to perform those services;

WHEREAS, the City has authority to enter into this Agreement and the City Manager has authority to execute this Agreement;

WHEREAS, **Quest Diagnostics, Inc.** has authority to enter into this Agreement and Chad Richards has authority to execute this Agreement on behalf of **Quest Diagnostics, Inc.**; and

WHEREAS, the Parties desire to formalize the selection of Provider for the performance of the Work and/or Services as defined and described particularly in Section I of this Agreement and desire that the Work and/or Services be performed in accordance with the terms and conditions of this Agreement and those stated in **Exhibit A**, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

I. SCOPE OF SERVICES

Provider shall provide the "Work" and/or "Services" as specified, and in accordance with, the requirements stated in the "Scope of Services" section of the Request For Bids, which is attached hereto as **Exhibit A** and which is incorporated herein by reference as if set out in full herein. As a material inducement to the City entering into this Agreement, Provider represents and warrants to City that Provider is fully equipped, competent and capable to perform the Work and/or Services as specified, and in accordance with, the requirements, stated in **Exhibit A** and that Provider is ready and willing to perform the Work and/or Services in a thorough, competent, and professional manner. Provider further warrants to City that Provider is experienced in performing the Work and/or Services contemplated herein and further described in **Exhibit A**.

The RFB's Scope of Services section which is mentioned above shall include Provider's scope of Services, Work, and/or bid, which is attached hereto as **Exhibit A** and incorporated herein by these references as if fully set forth herein. Again, all Work and/or Services, as well as the Scope of Services shall be performed in accordance to the requirements and provisions of the RFB and/or the bid submitted by provider, **Quest Diagnostics, Inc.** as stated in **Exhibit A**. Furthermore, Provider and Provider's Work and/or Services shall be insured, by the insurance policy ("Insurance Policy") obtained by Provider that meets the City's requirements, which are stated herein (**Exhibit B**). In addition, Provider and Provider's Work and/or Services shall also be performed and/or meet any and all requirements imposed on Provider by the Insurance Policy (**Exhibit B**).

II. TERM

Commencing on June 5, 2023, the term of this contract shall be for three (3) years, as of the date of execution and is subject for future appropriations. Contract can be extended for one (1) additional three (3) year period, upon mutual agreement of parties and subject to the approval of the City Manager or City Council. Either party may terminate this Agreement by giving thirty days written notice to the other party.

III. DEFAULT

The Provider shall be in default under the Agreement if the Provider fails to fully, timely, and faithfully perform any of its obligations under this Agreement.

IV. RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of Provider, **Quest Diagnostics, Inc.** to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

V. INDEMNIFICATION

Provider, Quest Diagnostics, Inc., covenants and agrees to **FULLY INDEMNIFY DEFEND and HOLD HARMLESS**, the **City** and its elected officials, employees, officers, directors, volunteers, representatives, and subcontractors (if any), individually and/or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and/or lawsuits, of any kind and nature, including, but not limited to, personal or bodily injury, death and property damage, made upon the **City** directly or indirectly, arising out of, resulting from and/or related to this Agreement and/or related to and/or arising out of **Provider's** exercise of and/or performance of the Services, Work, rights and/or duties under this Agreement, including, but not limited to, any acts and/or omissions of **Provider** and/or any agent, officer, director, representative, employee consultant or subcontractor of **Provider** and/or its respective officers, agents, officers, directors, representatives, employees, consultants, and/or subcontractors. **IN THE EVENT PROVIDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND/OR ANY OTHER LAW AND WITHOUT WAIVING ANY AND ALL DEFENSES THE CITY MAY HAVE UNDER TEXAS LAW.**

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Provider, Quest Diagnostics, Inc., shall promptly advise the City in writing of any claim and/or demand against the City or **Provider** known to Provider related to or arising out of Provider's activities under this Agreement.

VI. COMPENSATION AND INVOICES

Subject to any limitations set forth in this Agreement, City agrees to pay Provider the estimated total amount of **\$600,000.00** annually. The total compensation shall not exceed the estimated **\$600,000.00** annually unless City agrees to pay such additional compensation in a writing signed by both Parties.

Reimbursement for any Work and/or Services performed and completed by Provider in accordance with will be paid to Provider, upon City's receipt of a valid and detailed invoice from Provider, which invoice shall state and describe the Work and/or Services performed and completed by Provider in accordance with any and all requirements required by City in "**Exhibit A**", which is attached hereto and incorporated herein by reference, including, but not limited to, any and all City of Laredo reimbursement policies as stated in the RFB, which is attached hereto and incorporated herein by reference as "**Exhibit A**" and in the City of Laredo's Terms and Conditions ("Terms and Conditions") attached hereto and incorporated herein by reference as "**Exhibit C**". However, in no case shall Provider be paid any amount in excess of the estimated **\$600,000.00** annually in total compensation by the City unless City agrees to pay such additional compensation in a writing signed by both Parties.

VII. NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, and addressed to the respective parties, at the addresses set forth, in this Agreement hereinbelow. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:

Joseph W. Neeb, City Manager
1110 Houston Street
Laredo, TX 78040

Quest Diagnostics, Inc.

Owner Name: Chad Richards
Address: 500 Plaza Drive
City, State, Zip Code: Secaucus, NJ 07094

VIII. CORPORATE AUTHORITY

If any party to this Agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, then that party represents to the other party that this Agreement and the transactions contemplated in this Agreement and the execution and delivery thereof have been duly authorized by all necessary corporate, partnership, and/or trust proceedings and/or actions, including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this Agreement prior to or at the time of execution of this Agreement.

IX. AMENDMENT OR MODIFICATION

This Agreement represents the entire agreement by and between the parties except as otherwise provided in this Agreement. It may not be changed except by written agreement duly executed by all of the parties.

X. INSURANCE

Provider shall maintain insurance consistent with the terms of **RFB FY23-046 LABORATORY CLINICAL SERVICES -HEALTH DEPARTMENT** which is attached hereto as **Exhibit B**, and incorporated herein for all purposes. Furthermore, Provider shall furnish the City with original copies of valid insurance policies

herein required upon execution of this Agreement and shall maintain said policies in full force and effect at all times during the term of this Agreement.

XI. ASSIGNMENT

Neither this Agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

XII. CONFIDENTIAL INFORMATION

Definition: The Parties anticipate that under this SERVICE AGREEMENT, it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). Confidential Information includes any information that is clearly identified as such at the time of disclosure by (a) appropriate stamps or markings on the documents exchanged or (b) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.

Exclusions: Confidential Information does not include information that:

- a. **Public Knowledge:** Is or becomes publicly known or available other than as a result of a breach of this SERVICE AGREEMENT by the Receiving Party.
- b. **Pre-existing Possession:** Was already in the possession of the Receiving Party as a result of disclosure by an individual or entity that was not then obligated to keep that information confidential.
- c. **No Confidentiality Restrictions:** The Disclosing Party had disclosed or disclosed to an individual or entity without confidentiality restrictions.
- d. **Independent Development:** The Receiving Party had developed or developed independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
- e. **Protection of Confidential Information:** The Receiving Party shall use reasonable efforts to protect the Disclosing Party's Confidential Information with the same care it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this SERVICE AGREEMENT.
- f. **Use of Confidential Information:** The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this SERVICE AGREEMENT.
- g. **Legal Requirements:** If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement to provide the Disclosing Party with a reasonable opportunity to pursue appropriate legal processes to prevent or limit the disclosure. If the Receiving Party complies with the terms of this section, the disclosure of that portion of the Confidential Information which the Receiving Party is legally required to disclose will not constitute a breach of this SERVICE AGREEMENT.
- h. **Return or Destruction of Materials:** The Receiving Party shall, upon the request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information, except for materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense. The Receiving Party may securely retain one (1) copy in its files solely for record-keeping purposes.
- i. **Survival of Obligations:** The Receiving Party's obligations concerning Confidential Information will

survive the termination or expiration of this SERVICE AGREEMENT for a period of three (3) years.

j. Confidential Information clause ensures that sensitive information shared between the Parties is protected and used only for the intended purposes of the SERVICE AGREEMENT, providing legal safeguards and mechanisms for addressing legal disclosure requirements while maintaining confidentiality.

XII. RIGHT TO TERMINATE AGREEMENT

If the awarded contract vendor fails to cure a notice of default within ten days, after written notice of any problems with terms and/or services related to this Agreement, this contract shall be terminated with a 30 day written notice from the City of Laredo.

The City shall have the right to terminate the Agreement, in whole or in part, without cause at any time upon thirty (30) calendar days prior written notice. Upon receipt of termination, the Provider shall promptly cease all further Work pursuant to the Agreement, with such exemptions, if any, specified in the notice of termination. The City shall pay the Provider for goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

XIII. ENTIRE AGREEMENT

All covenants, conditions, and agreements contained herein are hereby made a part of the Agreement and the Parties hereby agree that no agreements were made and/or exist related to this Agreement that are not documented herein, except the Agreements and/or terms contained in and required by the City in **RFB FY23-046** and Vendor's response thereto, both of which are attached hereto as "**Exhibit A**" and incorporated herein by reference as if set out in full herein, the insurance requirements and documents consistent with the terms of **RFB FY23-046** which is attached hereto as "**Exhibit B**", and the City of Laredo's Terms and Conditions ("Terms and Conditions") attached hereto and incorporated herein by reference as "**Exhibit C**".

If and to the extent this Agreement and the terms contained in Exhibit A and the terms in this Agreement conflict, then the terms contained in "**Exhibit A**" (**Exhibit A: RFB FY23-046** and Vendor's response thereto, shall control.

However, in no case shall Provider be paid any amount in excess of the estimated **\$600,000.00** annually, under any circumstances.

XIV. PARAGRAPH HEADINGS

The paragraph headings used in the Agreement are descriptive only and shall have no legal force or effect whatever.

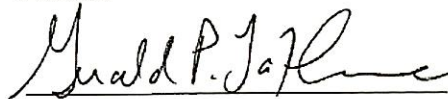
XV. SOLE REMEDY & GOVERNING LAW

This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas. In the event of any conflict between the Parties, the sole remedy to resolve any such conflict is to file a lawsuit in a state district Court in Webb County, Texas. No other Remedy, including, but not limited to, arbitration is available to either Party under this Agreement. Arbitration is not an available remedy under this Agreement.

The City in consideration of Provider's promises herein, including, Provider's promise of its full and true performance of the Work and/or Services, hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided therein.

IN WITNESS WHEREOF, the Parties have duly approved this Contract executed on the _____ day of _____, 2024 and effective on the date the Contract is executed by Joseph Neeb, the City Manager ("Effective Date") of the City of Laredo.

Quest Diagnostics, Inc.
"Provider"


Signature

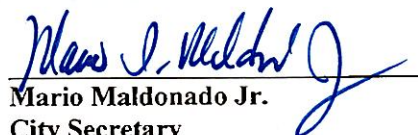
By: ~~Chad Richards~~ Gerald LaFlamme
500 Plaza Drive
Secaucus, NJ 07094
Telephone: (210) 225-5101
Fax: (210) 200-1396
Email: chad.m.richards@questdiagnostics.com

City of Laredo
"Owner"



 Date: 10/21/2024
Joseph Neeb
City Manager
City of Laredo

ATTESTED:

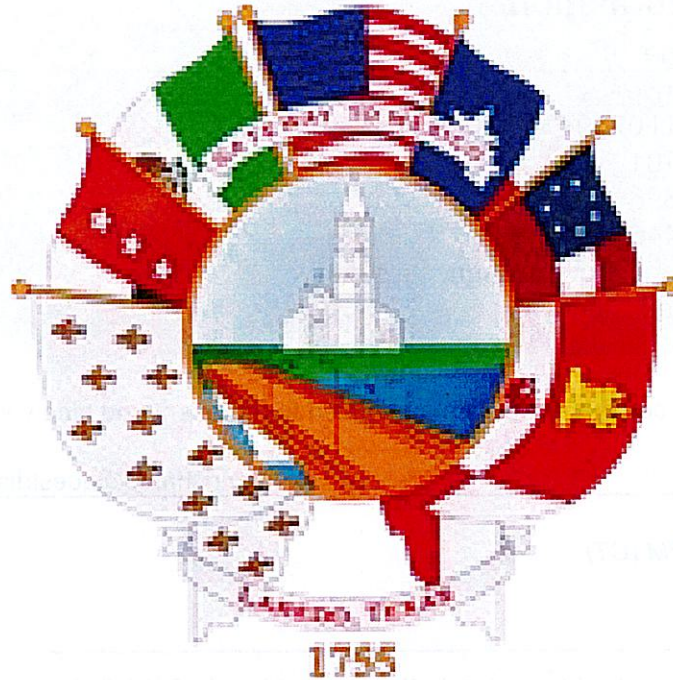

Mario Maldonado Jr.
City Secretary
City of Laredo

APPROVED AS TO FORM:


for Doanh "Zone" T. Nguyen
City Attorney
City of Laredo

Exhibit A

(Scope of Work)



FY23-046

Quest Diagnostics

Supplier Response

Event Information

Number: FY23-046
Title: LABORATORY CLINICAL SERVICES - HEALTH DEPARTMENT
Type: Request For Bid
Issue Date: 4/18/2023
Deadline: 5/9/2023 05:00 PM (CT)
Notes: The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Contact Information

Contact: Luis T. Cerda
Address: Health Department
2600 Cedar Ave.
Laredo, TX 78040
Phone: 956 (795) 4950
Email: lcerda@ci.laredo.tx.us

Quest Diagnostics Information

Contact: Auburn Doege
Address: 500 Plaza Drive
Secaucus, NJ 07094
Phone: (210) 225-5101
Fax: (210) 200-1396
Toll Free: (800) 222-0446
Email: auburn.e.doege@questdiagnostics.com
Web Address: questdiagnostics.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Chad Richards

Signature

Submitted at 5/8/2023 03:26:43 PM (CT)

chad.m.richards@questdiagnostics.com

Email

Supplier Note

This proposal submitted with the intent to maintain the current level of phlebotomy resources, which is one full-time and one part-time employee.

Requested Attachments

Conflict of Interest Form

SIGNED Conflict of Interest Questionnaire2-2023.pdf

CIQ form has to be submitted with your response.

Non-Collusive Affidavit Form

Completed Non Collusion Affidavit_5-8-2023.pdf

This form must be notarized and submitted with your response.

Certificate of Interested Parties

No response

Form 1295 is to be submitted upon award of bid.

Test list and volumes

1-City of Laredo_2023 RFP Pricing.pdf

Total of Test list and volumes pricing (Attachment A)

Response Attachments

IG_CLIA_EXP 02-08-2025.pdf

CLIA Certificate

IG_CAP_Expires 05 15 2024--.pdf

CAP

2023 Certificate of Insurance.pdf

Certificate of Insurance

IMPORTANT QUEST WEBSITES.docx

Quest Diagnostics Important Websites

Bid Attributes

1 Award by Total

This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

☒ Yes (Yes)

2 Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has

offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorized purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assigned purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.

2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and P.O. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up to fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers.

Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be

effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☒ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

3 Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☒ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

4 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☒ I certify to the terms and conditions (I certify to the terms and conditions)

5 Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☒ I have read and understand this section (I have read and understand this section)

6	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. ☒ I have read and understand this section (I have read and understand this section)
7	Questionnaire Description "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
8	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid Quest Diagnostics Clinical Laboratory, Inc., Chad Richards, 972-916-3459
9	State how long under has the business been in its present business name 24 years
10	If applicable, list all other names under which the Business identified above operated in the last five years N/A
11	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
12	Questions Part 1 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? There are no known outstanding litigation matters that would have an adverse impact on Quest Diagnostics' ability to perform the services covered in this RFP. It is our policy not to discuss matters in litigation or claims that have been settled, however any material litigation which is pending against the company is described in our most recent public Annual Report, which can be found at https://ir.questdiagnostics.com/financial-info/annual-reports/default.aspx, or in other public filings.

**1
3 Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

Financial information concerning Quest Diagnostics, including our consolidated subsidiaries and businesses, can be found in the annual reports and quarterly filings published online at <https://ir.questdiagnostics.com/overview/default.aspx>. Information related to customer contracts is considered confidential in nature and cannot be disclosed.

**1
4 State if the Company is a certified minority business enterprise**

This company is not a certified minority business

**1
5 Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm). The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

**1
6 Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**1
7 Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

**1
8 Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

**1
9 This is a**

New Submission

20	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Chad M. Richards
21	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department a) City of Laredo Health Department Lab 2023 b) Commercial
22	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) Quest Diagnostics Clinical Laboratory, Inc.
23	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. It applies to my business
24	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. Quest Diagnostics Incorporated Delaware; Quest Diagnostics Holdings Incorporated Delaware; Quest Diagnostics Clinical Laboratories, Inc. Delaware; LabOne, LLC Missouri; Diagnostic Laboratory of Oklahoma LLC Oklahoma; Sonora Quest Laboratories LLC Arizona; Quest Consumer Inc. Delaware
25	Question 5. List any individuals or entities that will be subcontractors on this contract Not Applicable
26	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. No response
27	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract Not Applicable
28	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. No response

2 **Question 7. Disclosure of political contributions**

9 List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

3 **Question 7. Disclosure of political contributions**

0 If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

3 **Updates on contributions required**

1 Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

3 **Question 8. Disclosure of Conflict of Interest**

2 Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

3 **8. Disclosure of Conflict of Interest**

3 If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

3 **Question 9. Updates Required**

4 I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ I have read and understand this section (I have read and understand this section)

3 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

5 I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☒ I have read and understand this section (I have read and understand this section)

3 **Question 11. Conflict of Interest Questionnaire (CIQ)**

6 Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☒ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

3 7	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date 1) Chad Richards 2) Vice President and General Manager Southwest Region 3) Quest Diagnostics Laboratory, Inc. 4) 04/28/2023
3 8	Question 12. Oath I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☒ I swear or affirm information is correct (I swear or affirm information is correct)

Bid Lines

1	The City of Laredo is now accepting sealed bids for providing Laboratory Clinical Services, subject to the Terms and Conditions of this Invitation for bids and other contract provisions, Laboratory is contracted to provide laboratory clinical service not performed in-house or sent to specific State Laboratories. Bids can be submitted through Cit-E-Bid procurement system or by hand delivering it to City Secretary Office, 1110 Houston St. 3rd floor, Laredo, TX 78040 until 5:00 P.M. on May 9, 2023 and all bids received will be opened and publicly acknowledge at 10:00 A.M. on May 10, 2023. The City of Laredo reserves the right to reject any and all proposals and to waive any minor irregularities. SCOPE OF WORK The City of Laredo is requesting sealed bids for awarding a three year contract for providing Laboratory Clinical Services which are not provided in the City of Laredo Health Department Laboratory . The purpose of this contract is to secure contract pricing for a three year period. General Requirements: Bidders are required to submit their bids upon the following expressed conditions: Bidders are advised that all City contracts are subject to all requirements provided for in the City Charter and/ or applicable City Ordinance, State and Federal Status. All orders will be placed on as per-need basis with an authorized Purchase Order from the City of Laredo through the Purchasing Division. The quantities expressed in the bid schedule are estimates only. The estimates are to give the vendor an idea in preparing this bid. This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the requested work. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. OBJECTIVE Minimum standards for responsible prospective vendors: 1. A prospective vendor must affirmatively demonstrate vendor's responsibility. 2. A prospective vendor must meet the following requirements: 2.1 Have adequate financial resources, or the
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ability to obtain such resources as required; 2.2 Be able to comply with the required or proposed schedule; 2.3 Have satisfactory record of performance in the related field; 2.4 Have satisfactory record of integrity and ethics; 2.5 Be otherwise qualified and eligible to receive an award.

BACKGROUND The Health Department Laboratory services several Health Department clinics such as Buena Vida, La Familia, Maternity, Family Planning, Cancer Screening known as CPRIT, the HIV/STD Clinic, and the TB Clinic.

GOALS

1) Order tests and receive results of tests not performed in the City of Laredo Health Department or the Department of Health State Laboratory with minimal turn-around time. 2) Order tests electronically with minimal complexity. 3) Provide reporting of critical values to laboratory manager or designee. 4) Serve as a back-up for lab tests when unable to perform in the Health Department Laboratory.

VENDOR REQUIREMENTS

- 1) Vendor must provide a courier/transport service
- 2) Vendor must have a website that supports secure result reviewing over the Internet. Vendor must have a secure website that supports both order entry and result review and printing.
- 3) Vendor will provide on-line electronic file lookup and be able to accept information from the City via email, fax, or from an electronic format. 4) Vendor must provide specimen collection supplies for the specimens sent to vendor. These supplies will include drawing needles, vacuuated tube holders, vacuuated tubes, ordering labels, specimen containers, pap smear collection, culture collection containers and swabs, and other specific supplies needed for specialty tests.
- 5) Vendor will provide the required software upgrades and or hardware for program implementation free of charge.
- 6) Vendor must provide a current and updated directory of services.
- 7) Vendor will provide a sample contract and an explanation of its pricing structure for the City to review (reference City Ordinance requirements). Test list and volumes are provided in Attachment A.
- 8) Vendor will provide copies of all current laboratory licenses, certifications, or accreditations pertaining to clinical testing.
- 9) Vendor must provide one phlebotomist on site for blood draw for the clinic programs and one for the buena vida program. If there are less than 30 draws per day then one phlebotomist will suffice requirements.
- 10) Draw fee must be included
- 11) Before the contract is executed, the vendor must fully connect to the EMR (Electronic Medical Records Software - Patagonia Health)
- 11) If vendor is not connected to our EMR (Electronic Medical Records Software - Patagonia Health) all expenditures of connection should be paid by vendor.

PRICE ADJUSTMENTS: The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

TERM OF CONTRACT: The term of this contract shall be for a (3) three year period beginning as of the date of its execution. The contract may be extended for additional (3) three year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional three year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

AWARD OF CONTRACT: Award of Contract: Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsive responsible bidder. The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this bid becomes null and void.

2 Total of Test list and volumes , provided in Attachment A.

Price: Total:

Item Notes: Draw fee must be included

Response Total: \$2.00

Rows highlighted in YELLOW are included with other tests and are not orderable by themselves

Rows highlighted in PINK are NON TEST messages related to the test that was ordered.

Rows highlighted in BLUE is a message that an Advanced Beneficiary Notice was received

Ordering Mnemo	Unit Code Name	Unit Total	Price	Total Cost
7600SB=	LIPID PANEL, STANDARD	7464	\$2.40	\$17,913.60
5616SB=	IRON, TIBC AND FERRITIN PANEL	35	\$1.90	\$66.50
14852SB=	LIPID PANEL WITH REFLEX TO DIRECT LDL	16	\$2.40	\$38.40
24629SB=	PROTEIN, TOTAL AND PROTEIN ELECTROPHORESIS WITH IMMUNOFIXATION	4	\$24.49	\$97.96
38930SB=	SPECIMEN INTEGRITY COMPROMISED	104	NON TEST	\$0.00
294SB=	UREA NITROGEN (BUN)	1	\$2.19	\$2.19
294SB=	UREA NITROGEN (BUN)	1	\$2.19	\$2.19
296SB=	BUN/CREATININE RATIO	3	\$1.90	\$5.70
303SB=	CALCIUM	1	\$2.19	\$2.19
375SB=	CREATININE	33	\$1.90	\$62.70
37503RXE=	RICKETTSIA (TYPHUS FEVER) (IGG,IGM) W/REFL TITERS	3	\$35.00	\$105.00
37507RXEX=	RICKETTSIA ANTIBODY PANEL W/REFL TO TITERS	2	\$38.40	\$76.80
482SB=	GGT	4413	\$1.02	\$4,501.26
483SB=	GLUCOSE	325	\$1.90	\$617.50
571SB=	IRON, TOTAL	56	\$1.02	\$57.12
593SB=	LD	13	\$1.02	\$13.26
622SB=	MAGNESIUM	690	\$1.02	\$703.80
718SB=	PHOSPHATE (AS PHOSPHORUS)	3	\$1.90	\$5.70
733SB=	POTASSIUM	5	\$1.90	\$9.50
754SB=	PROTEIN, TOTAL, SERUM	1	\$2.19	\$2.19
822SB=	AST	9	\$1.90	\$17.10
905SB=	URIC ACID	5056	\$1.02	\$5,157.12
7573SB=	IRON AND TOTAL IRON BINDING CAPACITY	38	\$1.98	\$75.24
757SB=	PROTEIN, TOTAL W/CREAT, 24 HOUR URINE	16	\$4.80	\$76.80
8476SB=	GLUCOSE, POSTPRANDIAL/ 1 HOUR	1	\$2.13	\$2.13
8477SB=	GLUCOSE, GESTATIONAL SCREEN (50G)-135 CUTOFF	1	\$2.13	\$2.13
10165SB=	BASIC METABOLIC PANEL	73	\$2.40	\$175.20
10231SB=	COMPREHENSIVE METABOLIC PANEL	9016	\$2.90	\$26,146.40
10256SB=	HEPATIC FUNCTION PANEL	287	\$2.40	\$688.80
10314SB=	RENAL FUNCTION PANEL	55	\$3.10	\$170.50
14522SB=	SODIUM W/O CREATININE, RANDOM URINE	1	\$2.00	\$2.00
19833SB=	GLUCOSE, GESTATIONAL SCREEN (50G)-140 CUTOFF	1	\$2.13	\$2.13
23475SB=	GLUCOSE TOLERANCE TEST, 3 SPECIMENS, (75G)	15	\$6.39	\$95.85
34392SB=	ELECTROLYTE PANEL	3	\$1.90	\$5.70
319SB=	VLDL CHOLESTEROL	1	\$1.02	\$1.02
59929SB=	URIC ACID	1	\$1.02	\$1.02
7943SBX=	CREATININE CLEARANCE	8	\$3.80	\$30.40
461SB=	FIBRINOGEN ACTIVITY, CLAUS	2	\$14.88	\$29.76
793SB=	RETICULOCYTE COUNT	10	\$3.80	\$38.00
809SB=	SED RATE BY MODIFIED WESTERGEN	464	\$1.90	\$881.60
833SB=	PATHOLOGIST REVIEW OF PERIPHERAL SMEAR	11	\$9.60	\$105.60
4914SB=	PROTHROMBIN W/INR + PARTIAL THROMBOPLASTIN TIMES	122	\$4.75	\$579.50
6399SB=	CBC (INCLUDES DIFF/PLT)	3351	\$2.00	\$6,702.00
8659SB=	D-DIMER, QUANTITATIVE	11	\$19.20	\$211.20
8847SB=	PROTHROMBIN TIME-INR	9	\$2.20	\$19.80
361SB=	DIRECT ANTIGLOBULIN TEST (DAT)	1	\$8.00	\$8.00
795SB=	ANTIBODY SCREEN, RBC W/REFL ID, TITER AND AG	59	\$6.00	\$354.00
7788SB=	ABO GROUP AND RH TYPE	101	\$2.90	\$292.90
265SB=	ANTI-STREPTOLYSIN O	10	\$2.90	\$29.00
654SB=	HETEROPHILE, MONO SCREEN	1	\$4.80	\$4.80
799SB=	RPR (MONITOR) W/REFL TITER	16	\$3.40	\$54.40
4112SB=	FTA-ABS	1	\$7.00	\$7.00
11073SB=	TISSUE TRANSGLUTAMINASE ANTIBODY, IGG,IGA	2	\$75.00	\$150.00
36970SB=	QUANTIFERON(R)-TB GOLD PLUS, 1 TUBE	70	\$34.60	\$2,422.00
6646SB=	LYME DISEASE AB W/REFL TO BLOT (IGG, IGM)	3	\$3.02	\$9.06
37227RVAL=	ANTI-MULLERIAN HORMONE (AMH), FEMALE	5	\$29.00	\$145.00
235SB=	ALPHA-1-ANTITRYPSIN QN	1	\$4.80	\$4.80
249SB=	ANA SCREEN, IFA, W/REFL TITER AND PATTERN	114	\$5.80	\$661.20
%36209SBX	ANTINUCLEAR ANTIBODIES TITER AND PATTERN	38	\$8.00	\$304.00
255SB=	DNA (DS) ANTIBODY	36	\$11.50	\$414.00
326SB=	CERULOPLASMIN	2	\$5.80	\$11.60
549SB=	IMMUNOFIXATION, SERUM	1	\$75.00	\$75.00
891SB=	TRANSFERRIN	26	\$11.50	\$299.00
4418SB=	RHEUMATOID FACTOR	106	\$3.10	\$328.60
4420SB=	C-REACTIVE PROTEIN	466	\$3.00	\$1,398.00

4847SB=	PREALBUMIN	128	\$11.80	\$1,510.40
4942SB=	SCL-70 ANTIBODY	6	\$4.80	\$28.80
5081SB=	THYROID PEROXIDASE ANTIBODIES	5	\$9.60	\$48.00
5704SB=	COMPLEMENT COMP C3 + C4	9	\$19.20	\$172.80
5810SB=	JO-1 ANTIBODY	3	\$61.30	\$183.90
7083SB=	IMMUNOGLOBULINS	3	\$37.49	\$112.47
7448SB=	SM AND SM/RNP ANTIBODIES	3	\$19.20	\$57.60
7832SB=	SJOGREN'S ANTIBODIES (SS-A,SS-B)	26	\$19.20	\$499.20
8593SB=	LYME DISEASE ANTIBODIES (IGG,IGM), IMMUNOBLOT	9	\$20.00	\$180.00
10124SB=	HS CRP	457	\$8.60	\$3,930.20
11173SB=	CYCLIC CITRULLINATED PEPTIDE (CCP) AB (IGG)	38	\$14.40	\$547.20
11234SB=	KAPPA/LAMBDA LIGHT CHAINS FREE WITH RATIO, SERUM	3	\$41.30	\$123.90
16088SB=	CENTROMERE B ANTIBODY	6	\$14.40	\$86.40
19887SB=	RNP ANTIBODY	20	\$13.40	\$268.00
34088SB=	CHROMATIN (NUCLEOSOMAL) ANTIBODY	12	\$31.00	\$372.00
37923SB=	SM ANTIBODY	25	\$13.40	\$335.00
7260SBX=	THYROID PEROXIDASE AND THYROGLOBULIN ANTIBODIES	35	\$9.60	\$336.00
263RWD=	SMOOTH MUSCLE AB W/REFL TITER	4	\$47.10	\$188.40
528SB=	HLA-B27 ANTIGEN	21	\$12.50	\$262.50
7197SBX=	LYMPHOCYTE SUBSET PANEL 1	1	\$22.08	\$22.08
7924SBX=	LYMPHOCYTE SUBSET PANEL 4	3	\$22.00	\$66.00
8360SBX=	LYMPHOCYTE SUBSET PANEL 5	458	\$15.00	\$6,870.00
929RVAL=	VITAMIN C	5	\$19.20	\$96.00
22060RVAL=	LAMOTRIGINE	1	\$20.00	\$20.00
227SB=	ALDOLASE	2	\$4.92	\$9.84
243SB=	AMYLASE	39	\$2.41	\$93.99
374SB=	CREATINE KINASE, TOTAL	56	\$3.60	\$201.60
496SB=	HEMOGLOBIN A1c	8226	\$2.50	\$20,565.00
606SB=	LIPASE	36	\$2.40	\$86.40
677SB=	OSMOLALITY (SERUM)	1	\$68.75	\$68.75
678SB=	OSMOLALITY (U)	1	\$30.00	\$30.00
1715SB=	PROTEIN, TOTAL W/CREAT, RANDOM URINE	33	\$4.30	\$141.90
5509SB=	AMMONIA (P)	125	\$8.20	\$1,025.00
926RVAL=	VITAMIN B6, PLASMA	4	\$19.20	\$76.80
5042RVAL=	VITAMIN B1 (THIAMINE), BLOOD, LC/MS/MS	11	\$35.00	\$385.00
15142RVAL=	LEVETIRACETAM	4	\$25.00	\$100.00
747SBX=	PROTEIN, TOTAL AND PROTEIN ELECTROPHORESIS	3	\$23.32	\$69.96
6517SBX=	ALBUMIN, RANDOM URINE W/CREATININE	988	\$2.90	\$2,865.20
31789SBX=	HOMOCYSTEINE	2	\$27.35	\$54.70
8369SB=	HEPATITIS B VIRUS DNA, QN, REAL TIME PCR	3	\$67.20	\$201.60
237SB=	ALPHA FETOPROTEIN, TUMOR MARKER	16	\$14.40	\$230.40
367SB=	CORTISOL, TOTAL	26	\$30.19	\$784.94
372SB=	C-PEPTIDE	6	\$3.01	\$18.06
402SB=	DHEA SULFATE	25	\$10.60	\$265.00
457SB=	FERRITIN	4423	\$1.90	\$8,403.70
466SB=	FOLATE, SERUM	5	\$3.10	\$15.50
470SB=	FSH	155	\$3.10	\$480.50
498SB=	HEPATITIS B SURFACE ANTIGEN W/REFL CONFIRM	102	\$3.80	\$387.60
499SB=	HEPATITIS B SURFACE ANTIBODY QL	72	\$5.80	\$417.60
501SB=	HEPATITIS B CORE AB TOTAL	52	\$7.70	\$400.40
542SB=	IMMUNOGLOBULIN E	10	\$6.51	\$65.10
561SB=	INSULIN	142	\$8.60	\$1,221.20
615SB=	LH	117	\$2.90	\$339.30
745SB=	PROGESTERONE	52	\$3.80	\$197.60
746SB=	PROLACTIN	91	\$2.90	\$263.90
859SB=	T3, TOTAL	31	\$5.80	\$179.80
861SB=	T3 UPTAKE	9	\$2.40	\$21.60
866SB=	T4, FREE	287	\$5.80	\$1,664.60
867SB=	T4 (THYROXINE), TOTAL	35	\$2.40	\$84.00
873SB=	TESTOSTERONE, TOTAL, MALES (ADULT), IA	87	\$30.00	\$2,610.00
899SB=	TSH	3045	\$2.50	\$7,612.50
927SB=	VITAMIN B12	100	\$2.90	\$290.00
978SB=	CEA	18	\$11.50	\$207.00
2306SB=	TIMOTHY GRASS (G6) IGE	1	\$9.29	\$9.29
2414SB=	ROUGH PIGWEED (W14) IGE	1	\$6.00	\$6.00
2416SB=	ROUGH MARSH ELDER (W16) IGE	1	\$9.29	\$9.29
2418SB=	SHEEP SORREL (W18) IGE	1	\$9.29	\$9.29
2501SB=	MAPLE (BOX ELDER) (T1) IGE	1	\$6.00	\$6.00
2507SB=	OAK (T7) IGE	1	\$6.00	\$6.00

2508SB=	ELM (T8) IGE	1	\$9.29	\$9.29
2514SB=	COTTONWOOD (T14) IGE	1	\$9.29	\$9.29
2516SB=	WHITE PINE (T16) IGE	1	\$7.99	\$7.99
2522SB=	HICKORY/PECAN TREE (T22) IGE	1	\$9.29	\$9.29
2570SB=	WHITE MULBERRY (T70) IGE	1	\$9.29	\$9.29
2601SB=	CAT DANDER (E1) IGE	1	\$6.00	\$6.00
2605SB=	DOG DANDER (E5) IGE	1	\$6.00	\$6.00
2658SB=	MOUSE URINE PROTEINS (E72) IGE	1	\$7.99	\$7.99
2701SB=	PENICILLIUM NOTATUM (M1) IGE	1	\$9.29	\$9.29
2702SB=	CLADOSPORIUM HERBARUM (M2) IGE	1	\$6.00	\$6.00
2706SB=	ALTERNARIA ALTERNATA (M6) IGE	1	\$6.00	\$6.00
2721SB=	DERMATOPHAGOIDES PTERONYSSINUS (D1) IGE	1	\$6.00	\$6.00
2722SB=	DERMATOPHAGOIDES FARINAE (D2) IGE	1	\$6.00	\$6.00
2736SB=	COCKROACH (I6) IGE	1	\$6.00	\$6.00
2801SB=	EGG WHITE (F1) IGE	1	\$6.00	\$6.00
2802SB=	COW'S MILK (F2) IGE	1	\$6.00	\$6.00
2803SB=	CODFISH (F3) IGE	1	\$6.00	\$6.00
2804SB=	WHEAT (F4) IGE	1	\$6.00	\$6.00
2813SB=	PEANUT (F13) IGE	1	\$6.00	\$6.00
2814SB=	SOYBEAN (F14) IGE	1	\$6.00	\$6.00
2824SB=	SHRIMP (F24) IGE	1	\$6.00	\$6.00
3489SB=	WALNUT (F256) IGE	1	\$7.99	\$7.99
4021SB=	ESTRADIOL	122	\$9.60	\$1,171.20
4698SB=	CA 19-9	6	\$11.50	\$69.00
4848SB=	HEPATITIS B CORE ANTIBODY (IGM)	53	\$6.89	\$365.17
5363SB=	PSA, TOTAL	2224	\$3.60	\$8,006.40
5819SB=	CA 15-3	7	\$15.00	\$105.00
6462SB=	HEPATITIS PANEL, GENERAL	11	\$28.80	\$316.80
7065SB=	VITAMIN B12/FOLATE, SERUM PANEL	102	\$6.91	\$704.82
7444SB=	THYROID PANEL WITH TSH	3250	\$7.00	\$22,750.00
8396SB=	HCG, TOTAL, QN	22	\$2.50	\$55.00
8472SB=	HEPATITIS C AB W/REFL TO HCV RNA, QN, PCR	357	\$5.80	\$2,070.60
8475SB=	HEPATITIS B SURFACE AB IMMUNITY, QN	85	\$5.80	\$493.00
10306SB=	HEPATITIS PANEL, ACUTE W/REFLEX TO CONFIRMATION	238	\$22.74	\$5,412.12
29256SB=	CA 125	16	\$11.50	\$184.00
%10421SB	PHENOSENSE®- QUEST GENOSURE (TEST CODE 10594 - SIMILAR OFFERING)	2	\$850.00	\$1,700.00
%16946X	CULTURE, SALMONELLA AND SHIGELLA NO.2	4	\$6.00	\$24.00
%16960X	CULTURE, SALMONELLA AND SHIGELLA NO.3	1	\$6.00	\$6.00
%4475RVAL	CAMPYLOBACTER, CULTURE	1	\$12.00	\$12.00
%14653RXE	SUSCEPTIBILITY,AEROBIC BACTERIA, MIC	1	\$8.75	\$8.75
%15111ERQEZ	DRVVT CONFIRM	1	\$5.46	\$5.46
%35645SB	HCV RNA, QUANTITATIVE REAL TIME PCR	64	\$42.84	\$2,741.76
%36203SBX	RPR TITER	2	\$3.40	\$6.80
%36203SBX	RPR TITER	1	\$3.40	\$3.40
%36573FRQEZ	HEXAGONAL PHASE CONFIRM	1	\$7.66	\$7.66
%37472ARXE	R. TYPHI IGG TITER	2	\$27.00	\$54.00
%39737SB	ANTINUCLEAR ANTIBODIES TITER AND PATTERN	1	\$7.00	\$7.00
%8293SB	DIRECT LDL	1	\$6.00	\$6.00
%91118RQEZ	P190 BCR ABL1	4	\$31.53	\$126.12
%91343SB	PLATELET ESTIMATION (INCLUDED WITH 6399)	11	\$0.00	\$0.00
%91344SB	CBC MORPHOLOGY (INCLUDED WITH TEST CODE 415 @ \$10.55)	9	\$0.00	\$0.00
%91432SBX	HIV 1/2 AB DIFF (SUPPLEMENTAL USE ONLY)	5	\$33.93	\$169.65
%91723SB	CARDIO IQ(R) DIRECT LDL	1	\$6.00	\$6.00
%SBHIV23	HIV FOURTH GEN REFLEX SCR	5	\$3.40	\$17.00
%SBRAST	INTERPRETATION	2	NON TEST	\$0.00
%SBUAMSG	NOTE	1	NON TEST	\$0.00
%SBUARFL	MICROSCOPIC REFLEX	1	NON TEST	\$0.00
10398SB=	CAT II HBA1C LESS 7	5748	NON TEST	\$0.00
10399SB=	CAT II HBA1C 7-8	471	NON TEST	\$0.00
10400SB=	CAT II HBA1C 8-9	308	NON TEST	\$0.00
10402SB=	CAT II HBA1C GTR 9	593	NON TEST	\$0.00
10403SB=	CAT II LDLC LESS 100	3089	NON TEST	\$0.00
10404SB=	CAT II LDLC 100-129	2479	NON TEST	\$0.00
10406SB=	CAT II LDLC GTR 130	1527	NON TEST	\$0.00
10815X=	CONSULT, SPECIMEN A	11	NON TEST	\$0.00
11363SB=	CHLAMYDIA/N. GONORRHOEAE RNA, TMA, UROGENITAL	1212	\$24.00	\$29,088.00
12084RXE=	MONKEYPOX VIRUS DNA, QL REAL TIME PCR	4	\$77.00	\$308.00
14471X=	SUREPATH PAP	2	\$21.50	\$43.00
14499X=	SUREPATH PAP W/REFL HPV mRNA E6/E7	147	\$21.50	\$3,160.50

14512RQEZ=	VASCULAR ENDOTHELIAL GROWTH FACTOR (VEGF)	1	\$27.89	\$27.89
14673RXE=	BACTERIAL ID AND SUSCEPTIBILITY, AEROBIC	1	\$29.75	\$29.75
14693RQEZ=	PANCREATIC ELASTASE-1	3	\$26.71	\$80.13
14852SB=	LIPID PANEL WITH REFLEX TO DIRECT LDL	7	\$2.40	\$16.80
14852SB=	LIPID PANEL WITH REFLEX TO DIRECT LDL	5	\$2.40	\$12.00
14890RQEZ=	ANTIPHOSPHOLIPID ANTIBODY PANEL	1	\$5.30	\$5.30
15038RQEZ=	LIVER KIDNEY MICROSOME (LKM-1) AB (IGG)	3	\$7.00	\$21.00
15043RQEZ=	ACTIN (SMOOTH MUSCLE) ANTIBODY (IGG)	3	\$30.00	\$90.00
15064RQEZ=	ENDOMYSIAL ANTIBODY SCR (IGA) W/REFL TO TITER	1	\$10.00	\$10.00
15095X=	SUREPATH PAP AND HPV mRNA E6/E7	419	\$46.50	\$19,483.50
15118XQJE=	PATH REVIEW, LIQUID-BASED PAP	57	\$12.00	\$684.00
15584RAMD=	HLA-B27 DNA TYPING	1	\$12.50	\$12.50
15983Z3E=	TESTOSTERONE, TOTAL, MS	68	\$25.00	\$1,700.00
16185RXE=	HIV 1 RNA, QL REAL TIME PCR	5	\$149.00	\$745.00
16293RQEZ=	IGF 1, LC/MS	2	\$25.00	\$50.00
16302X=	CAMPYLOBACTER SPP. AG,EIA	1	\$12.00	\$12.00
16377SB=	CLOSTRIDIUM DIFFICILE TOXINB,QL REAL TIME PCR	1	\$35.90	\$35.90
16558Z3E=	CALCITRIOL 1,25 DIHYDROXYVITAMIN D	27	\$33.60	\$907.20
16601RAMD=	IODINE, RANDOM URINE	1	\$6.36	\$6.36
16796RQEZ=	CALPROTECTIN, STOOL	15	\$69.00	\$1,035.00
16802SB=	HEMOGLOBIN A1c WITH eAG	4	\$2.50	\$10.00
16959RQEZ=	VEGF MUTATION ANALYSIS	1	\$91.67	\$91.67
16985RAMD=	TRANSFERRIN, CARBOHYDRATE DEFICIENT (ALCOHOL USE)	1	\$6.52	\$6.52
17180RQEZ=	17-HYDROXYPROGESTERONE	1	\$30.00	\$30.00
17181RQEZ=	ALDOSTERONE, LC/MS/MS	1	\$30.00	\$30.00
17182RQEZ=	ANDROSTENEDIONE	1	\$14.36	\$14.36
17306SB=	VITAMIN D,25-OH,TOTAL,IA	1271	\$19.20	\$24,403.20
1759SB=	CBC (H/H, RBC, INDICES, WBC, PLT)	440	\$1.48	\$651.20
19098RXE=	NOROVIRUS RNA, QL REAL TIME PCR	3	\$19.89	\$59.67
19705RQEZ=	RHEUMATOID FACTOR (IGA, IGG, IGM)	1	\$46.80	\$46.80
19734XQJE=	SUREPATH, MANUAL SCREEN	568	\$21.50	\$12,212.00
19774RAMD=	HLA B*5701 TYPING	1	\$29.40	\$29.40
19955RQEZ=	CELIAC DISEASE COMPREHENSIVE PANEL	6	\$69.84	\$419.04
206RQEZ=	ACETYLCHOLINE RECEPTOR BINDING ANTIBODY	3	\$22.10	\$66.30
211RQEZ=	ACTH, PLASMA	2	\$18.00	\$36.00
21799SB=	ADVANCE BENEFICIARY NOTICE	69	ABN MESSAGE	\$0.00
259RQEZ=	MITOCHONDRIAL ANTIBODY W/REFL TITER	8	\$12.00	\$96.00
267SB=	THYROGLOBULIN ANTIBODIES	1	\$6.70	\$6.70
29493SB=	CA 27.29	2	\$3.29	\$6.58
3020SBX=	URINALYSIS, COMPLETE W/REFLEX TO CULTURE	0	\$2.50	\$0.00
30278SB=	THYROGLOBULIN PANEL	1	\$12.00	\$12.00
30289RQEZ=	ESTRADIOL,ULTRASENSITIVE, LC/MS	1	\$25.00	\$25.00
30294SB=	QUAD SCREEN	2	\$169.05	\$338.10
30321RQEZ=	MITOCHONDRIA M2 ANTIBODY (IGG), EIA	1	\$11.60	\$11.60
30740SB=	SEX HORMONE BINDING GLOBULIN	23	\$37.57	\$864.11
31348SBX=	PSA (FREE AND TOTAL)	41	\$4.00	\$164.00
31493RQEZ=	PREGNENOLONE, LC/MS	10	\$14.56	\$145.60
31672RXE=	SARS CoV2, IgG NUCLEOCAP, IgM SPIKE, QL	1	\$130.00	\$130.00
32114X=	SALMONELLA/SHIGELLA CULT, CAMPY EIA AND SHIGA TOXIN W/RFL E. COLI O157 CULT	28	\$30.15	\$844.20
3259SB=	DRAW FEE, PSC SPECIMEN	2396	\$2.00	\$4,792.00
329SB=	CARBAMAZEPINE, TOTAL	1	\$3.80	\$3.80
34411X=	AEROBIC BACTERIUM ID X2	5	\$24.83	\$124.15
34411X=	AEROBIC BACTERIUM ID X2	2	\$24.83	\$49.66
34429SB=	T3, FREE	39	\$8.60	\$335.40
34472RQEZ=	INHIBIN A	1	\$25.00	\$25.00
34499SB=	SARS COV 2 AB (IGG) SPIKE, SEMI QN	33	\$65.00	\$2,145.00
34693SB=	TROPONIN I, HIGH SENSITIVITY	11	\$19.20	\$211.20
34838XRG=	HELICOBACTER PYLORI AG, EIA, STOOL	97	\$13.32	\$1,292.04
34878RQEZ=	GLUTAMIC ACID DECARBOXYLASE 65 AB	1	\$204.79	\$204.79
34879RQEZ=	METHYLMALONIC ACID	1	\$95.00	\$95.00
34949RXE=	HIV 1 GENOTYPE	62	\$125.00	\$7,750.00
3544SB=	PAP NOT PERFORMED	1	NON TEST	\$0.00
35079RQEZ=	HEREDITARY HEMOCHROMATOSIS DNA MUT	3	\$21.97	\$65.91
35645SB=	HCV RNA, QUANTITATIVE REAL TIME PCR	20	\$42.84	\$856.80
36126SB=	RPR (DX) W/REFL TITER AND CONFIRMATORY TESTING	3	\$3.40	\$10.20
36127SB=	TSH W/REFLEX TO FT4	10	\$2.50	\$25.00
36170Z3E=	TESTOSTERONE, FREE (DIALYSIS) AND TOTAL,MS	85	\$9.60	\$816.00
36330SB=	LEVETIRACETAM, IMMUNOASSAY	3	\$25.00	\$75.00
36509RQEZ=	CARDIO IQ(R) INSULIN RESISTANCE PANEL WITH SCORE	1	\$37.00	\$37.00

36555RQEZ=	PLASMINOGEN ACTIVATOR INHIBITOR (PAI-1) AG	4	\$35.00	\$140.00
36564RXE=	MUMPS VIRUS AB (IGG,IGM), DIAGNOSTIC	1	\$24.00	\$24.00
36565RXE=	MUMPS VIRUS ANTIBODY (IGM)	1	\$12.00	\$12.00
36742RQEZ=	ESTROGENS, FRACTIONATED, LC/MS	1	\$25.00	\$25.00
36795B=	TOXOPLASMA ANTIBODY (IGG)	128	\$22.50	\$2,880.00
37056RQEZ=	HISTONE ANTIBODIES	2	\$7.76	\$15.52
37091RAMD=	CREATINE, SERUM	1	\$11.30	\$11.30
37386SB=	B TYPE NATRIURETIC PEPTIDE (BNP)	33	\$20.50	\$676.50
37478RXE=	RICKETTSIAL DISEASE PANEL	2	\$150.00	\$300.00
37740RQEZ=	COPEPTIN	1	\$29.43	\$29.43
377RQEZ=	CREATINE KINASE ISOENZYMES W/O TOTAL	6	\$15.00	\$90.00
37811RXE=	HEPATITIS C VIRAL RNA GENOTYPE, LIPA	45	\$195.00	\$8,775.00
38683RQEZ=	TRAB	3	\$27.24	\$81.72
38928RQEZ=	SOLUBLE LIVER ANTIGEN (SLA) AUTOANTIBODY	2	\$12.21	\$24.42
38930SB=	SPECIMEN INTEGRITY COMPROMISED	102	NON TEST	\$0.00
38945RXE=	ADENOVIRUS AG DETECTION, GASTROENTERITIS, EIA	1	\$28.77	\$28.77
389X=	CULTURE, BLOOD	7	\$9.60	\$67.20
391SB=	BIOTIN (VITAMIN B7)	2	\$75.81	\$151.62
392X=	AEROBIC BACTERIUM ID AND SUSCEPTIBILITY	108	\$21.12	\$2,280.96
39437SB=	HOLD PCR	17	NON TEST	\$0.00
394X=	CULTURE, THROAT	4	\$7.70	\$30.80
395X=	CULTURE, URINE, ROUTINE	107	\$6.66	\$712.62
40085SB=	HIV 1 RNA, QUANTITATIVE REAL TIME PCR	466	\$49.00	\$22,834.00
418SB=	DIGOXIN	1	\$20.00	\$20.00
439RQEZ=	ESTROGEN, TOTAL, SERUM	27	\$15.00	\$405.00
4439SB=	VARICELLA ZOSTER VIRUS ANTIBODY (IGG)	85	\$9.60	\$816.00
449RQEZ=	NONESTERIFIED FATTY ACIDS (FREE FATTY ACIDS)	3	\$25.00	\$75.00
508SB=	HEPATITIS A AB, TOTAL	1	\$11.77	\$11.77
5259SB=	MEASLES, MUMPS, AND RUBELLA (MMR) AB (IGG) PANEL, IMMUNE STATUS	21	\$26.90	\$564.90
5463SB=	URINALYSIS, COMPLETE	4	\$2.50	\$10.00
585SB=	LACTIC ACID, PLASMA	0	\$25.00	\$0.00
58695SB=	S. PNEUMONIAE IGG AB, 23 SEROTYPES	1	\$348.04	\$348.04
599SBX=	LEAD (VENOUS)	12	\$8.60	\$103.20
613SB=	LITHIUM	7	\$7.70	\$53.90
618RQEZ=	COMPLEMENT, TOTAL (CH50)	1	\$8.62	\$8.62
6339SB=	TRICHLOROETHYLENE, BLOOD	0	\$125.00	\$0.00
6419RXE=	RICKETTSIA (RMSF) IGG,IGM W/REFL TO TITERS	1	\$20.03	\$20.03
6421SB=	EPSTEIN BARR VIRUS ANTIBODY PANEL	7	\$28.80	\$201.60
6447SB=	HSV 1/2 IGG,TYPE SPECIFIC AB	106	\$19.20	\$2,035.20
6448SB=	URINALYSIS MACROSCOPIC	2	\$1.15	\$2.30
6641X=	SUSCEPTIBILITY, AEROBIC BACTERIUM	1	\$10.00	\$10.00
6653XRG=	OVA AND PARASITES, CONC/PERM SMEAR, 2 SPEC	21	\$18.00	\$378.00
6732SB=	CYTOMEGALOVIRUS ANTIBODIES (IGG,IGM)	3	\$16.65	\$49.95
681X=	OVA AND PARASITES, CONC AND PERM SMEAR	40	\$9.00	\$360.00
70159RQEZ=	ANCA SCREEN WITH MPO AND PR3 WITH REFLEX TO ANCA TITER	4	\$78.02	\$312.08
706XRG=	ROTAVIRUS ANTIGEN DETECTION	1	\$14.40	\$14.40
7079RQEZ=	LUPUS ANTICOAGULANT EVALUATION WITH REFLEX	1	\$17.30	\$17.30
708SB=	PHENOBARBITAL	1	\$4.52	\$4.52
7137SBX=	FSH AND LH	1	\$6.20	\$6.20
7600SB=	LIPID PANEL, STANDARD	6015	\$2.40	\$14,436.00
760RQEZ=	PROINSULIN	1	\$16.93	\$16.93
763SB=	PARTIAL THROMBOPLASTIN TIME, ACTIVATED	1	\$3.20	\$3.20
7909SB=	URINALYSIS REFLEX	2	\$1.15	\$2.30
7998SB=	HEMOGLOBIN + HEMATOCRIT	1190	\$0.68	\$809.20
8008SB=	HCG, TOTAL, QL (REFL)	1	\$1.54	\$1.54
8018SB=	TSH (REFL)	0	\$2.50	\$0.00
802SB=	RUBELLA AB (IGG), IMMUNE STATUS	65	\$1.90	\$123.50
805XRG=	SALICYLATE	2	\$24.00	\$48.00
823SB=	ALT	5	\$1.90	\$9.50
8268SB=	ANA SCREEN, IFA, W/REFL TITER/PATTERN (REFL)	1	\$4.68	\$4.68
8625X=	GIARDIA AG, EIA, STOOL	1	\$25.31	\$25.31
8837SBX=	PTH, INTACT AND CALCIUM	10	\$59.50	\$595.00
90367RQEZ=	LEPTIN	1	\$12.45	\$12.45
90389X=	CRYPTOSPORIDIUM ANTIGEN, EIA	2	\$12.00	\$24.00
906RXE=	COCCIDIOIDES AB, CF,SERUM	5	\$7.00	\$35.00
90963RQEZ=	T3 REVERSE, LC/MS/MS	2	\$26.90	\$53.80
91065RQEZ=	BCR ABL1 GENE REARRANGEMENT, QN PCR	2	\$151.00	\$302.00
91431SB=	HIV 1/2 ANTIGEN/ANTIBODY,FOURTH GENERATION W/REFL	953	\$3.40	\$3,240.20
91664X=	CLOSTRIDIUM DIFFICILE TOXIN/GDH W/REFL TO PCR	15	\$22.89	\$343.35

916SB=	VALPROIC ACID	5	\$7.70	\$38.50
91716SB=	CARDIO IQ(R) LIPID PANEL	3	\$3.06	\$9.18
92052SB=	CARDIO IQ(R) ASCVD RISK PANEL WITH SCORE	29	\$3.06	\$88.74
92079X=	HPV DNA, HIGH RISK, CERVICAL	2	\$25.00	\$50.00
92170RAT=	ALLERGY MOLD PANEL, COMPLETE	1	\$43.27	\$43.27
921RVAL=	VITAMIN A (RETINOL)	11	\$24.00	\$264.00
92203X=	HPV mRNA E6/E7, SUREPATH VIAL	11	\$26.42	\$290.62
92688RQEZ=	LIVER FIBROSIS, FIBROTEST ACTITEST PANEL	37	\$80.00	\$2,960.00
926Z3E=	VITAMIN B6, PLASMA	6	\$19.20	\$115.20
92769SB=	OxLDL	1	\$15.25	\$15.25
92888Z3E=	QUESTASSURED(TM) 25 HYDROXYVITAMIN D(D2,D3)	22	\$29.00	\$638.00
931RVAL=	VITAMIN E (TOCOPHEROL)	1	\$19.20	\$19.20
94345SB=	HEPATITIS C AB W/RFL RNA, PCR W/RFL GENOTYPE, LIPA	17	\$5.80	\$98.60
945RVAL=	ZINC	6	\$15.00	\$90.00
94621RQEZ=	18-HYDROXYCORTICOSTERONE	1	\$11.62	\$11.62
SBCULHLD	CULTURE HOLD	4	NON TEST	\$0.00
BASED ON UNIT VOLUME AND ASSOCIATED UNIT PRICE		TOTAL		\$374,795.65

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Quest Diagnostics Clinical Laboratories, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Jose F. Castillo, Acting Finance Director

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

N/A

☐ Yes

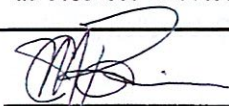
☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7



Signature of vendor doing business with the governmental entity

5-8-2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project: City of Laredo Health Department Lab 2023

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is the Vice President and General Manager, Southwest Region
(a Partner or officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.



Signature of:

Bidder, if the Bidder is an individual

Partner, if the Bidder is a Partnership

Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 8 day of May 2023

Melanie DiBello
Notary Public

My commission expires:

4/12/2025





Associated websites for Vendor Requirements:

Line Item 2). Order entry and result review and printing:

Quantum Lab Services Manager (questdiagnostics.com)

Line Item 3). eInvoice: <https://einv.qdx.com/einv/engine/quest/login>

Line Item 6). Quest Diagnostics Test Directory:

<https://testdirectory.questdiagnostics.com/test/home>

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF ACCREDITATION**

LABORATORY NAME AND ADDRESS
QUEST DIAGNOSTIC CLINICAL LABORATORIES
INC
4770 REGENT BLVD
IRVING, TX 75063

CLIA ID NUMBER
45D0697943

EFFECTIVE DATE
02/09/2023

LABORATORY DIRECTOR
ROBERT L BRECKENRIDGE M.D.

EXPIRATION DATE
02/08/2025

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Monique Spruill
Monique Spruill, Director
Division of Clinical Laboratory Improvement & Quality
Quality & Safety Oversight Group
Center for Clinical Standards and Quality

730 Certs2_011023

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
HISTOCOMPATIBILITY (010)	01/22/2002	ABO & RH GROUP (510)	10/13/1995
BACTERIOLOGY (110)	10/13/1995	ANTIBODY TRANSFUSION (520)	11/23/2011
MYCOBACTERIOLOGY (115)	01/22/2002	ANTIBODY NON-TRANSFUSION (530)	10/13/1995
MYCOLOGY (120)	10/13/1995	ANTIBODY IDENTIFICATION (540)	10/13/1995
PARASITOLOGY (130)	10/13/1995	CYTOLOGY (630)	07/24/2003
VIROLOGY (140)	10/13/1995		
SYPHILIS SEROLOGY (210)	10/13/1995		
GENERAL IMMUNOLOGY (220)	10/13/1995		
ROUTINE CHEMISTRY (310)	10/13/1995		
URINALYSIS (320)	10/13/1995		
ENDOCRINOLOGY (330)	10/13/1995		
TOXICOLOGY (340)	03/29/2003		
HEMATOLOGY (400)	10/13/1995		

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.



COLLEGE of AMERICAN
PATHOLOGISTS

CERTIFICATE of ACCREDITATION

Quest Diagnostics
Dallas Business Unit Main Laboratory
Irving, Texas
Robert L. Breckenridge, MD, MBA

CAP Number: 2071801
AU-ID: 1185706
CLIA Number: 45D0697943

The organization named above meets all applicable standards for accreditation and is hereby accredited by the College of American Pathologists' Laboratory Accreditation Program. Reinspection should occur prior to **May 15, 2024** to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership, or location and assumes that all interim requirements are met.

(Kathleen G. Beavis, MD)

Kathleen G. Beavis, MD, Accreditation Committee Chair Emily Volk, MD, FCAP, President, College of American Pathologists



Exhibit B

(Vendor's Insurance Certificate)

Exhibit C

(COL's Terms and Conditions)

City of Laredo – General Terms and Conditions

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

City of Laredo – General Terms and Conditions

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Ave, Laredo, TX 78041; email: jezapata@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

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(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorized purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assigned purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.

2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and P.O. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001.

TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived

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prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.