State of Texas §
County of Webb §

This contract is made and entered into an Agreement (herein referred to as" Agreement" and "contract") by and between COUNTY OF WEBB ("COUNTY"), a political subdivision of the State of Texas, and Laredo Examiners, Inc. ("SERVICE PROVIDER") for the purpose of performing and submitting the results of Pre-Employment Drug and Alcohol Screening to the Webb County Human Resources Department; under RFP 2024-006.

Now therefore it is mutually agreed between Webb County and the SERVICE PROVIDER to perform the services as follows:

1. **Scope of Service.** SERVICE PROVIDER shall provide the COUNTY with the specialized services of Pre-Employment Drug and Alcohol Screening ("Test"). The County may request, at its sole discretion for pre-employment purposes a Test to be performed in the form of urine, bodily fluid and/or hair Testing. The drug panel ordered by Webb County may cover at a minimum Benzodiazepine, Cocaine, THC, Methadone, Opiates, ETG/ETS, Meth/Amphetamine, Barbiturates, Ecstasy, Bath Salts, Spice/K2, Expanded Spice/K2 which shall contain the Medical Review Officer ("MRO") services that are provided to interpret the results of the Test. A report of the results from the Test and MRO review shall be provided to Webb County Human Resources Department as soon as possible but within 72 Hours after the Test. In the event of a delay in the Test results or the MRO's interpretation of the Test results SERVICE PROVIDER shall notify the Webb County Human Resources Department of the delay and provide a date when the Test results and/or the MRO review will be provided.

2. **Performance.** The SERVICE PROVIDER agrees to perform services at the SERVICE PROVIDER's location(s) in the amounts quoted by the SERVICE PROVIDER'S response to RFP 2024-006; which is incorporated and attached to this Agreement as Exhibit A.

3. **Term.** The term of this contract shall commence upon both parties signing this agreement and will continue for a term of **36 months** with Webb County's sole discretion to renew this contract for two additional one-year renewal terms. The work is to be performed at one of SERVICE PROVIDER's location(s). Until the contract is renewed the services shall continue on a month-to-month basis while a new agreement is entered into.

4. **Compensation.** The contract work shall be at a price that is found in Exhibit A. As such SERVICE PROVIDER will have the sole discretion to set a schedule to meet productivity goals while considering the services that need to be rendered and reported to Webb County.

5. **Billing/Invoicing.** SERVICE PROVIDER shall submit an itemized invoice for the work performed. The invoice shall include the performance being billed and a general description of the work performed. Partial work or services rendered without submitting a Test result(s) and/or

FILED August 28th 20 25 @ 1:00 pm
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY _____ DEPUTY

MRO review of the Test result(s) will not be invoiced nor paid until such Test and review is submitted to the Webb County Human Resources Department.

6. **Termination.** The County may terminate the performance of this contract in whole or in part with a ten (10) day advance written notice to SERVICE PROVIDER. The effective date is 10 days after the notice is sent. COUNTY agrees that the SERVICE PROVIDER may fulfill their contractual agreements for all services approved by the last date of services that were submitted to Webb County prior to the effective date of such termination notice. SERVICE PROVIDER may terminate this contract with 10 days written notice sent to the COUNTY and the Webb County Civil Legal Division. Notice is effective when delivered either by hand, U.S. mail return receipt requested, or an email that is designated below. A courtesy copy shall be sent to the Webb County Judge.

Webb County Attention: Webb County Human Resources 1110 Washington St. Suite 305 Laredo, Texas 78040 956-523-4623 – Office Webb County Civil Legal Division Attention: Laredo Examiners RFP 2024-006 1000 Houston St. 2nd Fl Laredo, Texas 78040 956-523-4615 – Office Webb County Judge Attention: Laredo Examiners RFP 2024-006 1000 Houston St. 3rd Fl Laredo, Texas 78040 956-523-4600	Laredo Examiners Att: Webb County RFP 2024-006 802 E. Saunders B Laredo, Texas 78041 956-791-6992 Office 956-791-6994 Fax rmoran@laredoexaminers.com info@laredoexaminers.com www.laredoexaminers.com

7. **Indemnification.** SERVICE PROVIDER agrees that the COUNTY may not indemnify the SERVICE PROVIDER in accordance with the laws of the State of Texas. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. **Jurisdiction/Venue.** This contract is made subject to the charter, orders and/or ordinances of the COUNTY, as amended, and all applicable laws of the State of Texas. This contract is performable in Webb County, Texas, and venue for any legal action under this contract shall lie exclusively in Webb County, Texas; State District Court. In construing this contract, the laws and court decisions of the State of Texas shall control.

9. **Work Product.** All of SERVICE PROVIDER's work product shall remain the property of the SERVICE PROVIDER, and the SERVICE PROVIDER shall be permitted to retain copies of documented services provided to the Webb County Human Resources Department. SERVICE PROVIDER shall retain all records relating to this contract for five (5) years following termination of this agreement, during which time COUNTY reserves the right to audit such records at its election.

10. **Independent Contractor.** In performing services under this contract, the relationship between the COUNTY and the SERVICE PROVIDER is that of an independent contractor. SERVICE PROVIDER shall exercise independent judgment in performing duties under this contract and is solely responsible for setting working hours, scheduling or prioritizing the workflow, and determining how the work is to be prepared. No term or provision of this contract shall be construed as making SERVICE PROVIDER the agent, servant, or employee of COUNTY, or making SERVICE PROVIDER or any of SERVICE PROVIDER's employees eligible for the fringe benefits, such as retirement, insurance, and worker's compensation, which COUNTY provides COUNTY employees.

11. **Prohibition Against Assignment.** There shall be no assignment or transfer of this Contract without the prior written consent of both parties hereto.

12. **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

13. **Severability.** Each paragraph and provision hereof is severable from the entire Contract and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

14. **Headings.** The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

15. **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural, and the plural shall include the singular.

16. **Rule of Construction.** The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this contract, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this contract or any amendments or exhibits hereto.

17. **Immunity.** SERVICE PROVIDER and WEBB COUNTY do not waive or relinquish any immunity or defense on behalf of themselves, their trustees, assistants, technicians, departments, commissioners, council members, elected officers, employees, and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

18. **Legal Compliance.** The parties hereto agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the services contemplated under this contract. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this contract, or to cease performing any act required by this contract, this contract shall be deemed to have been modified to conform to the requirements of such law, regulation or rule.

19. **Entire Agreement.** This contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

20. **Amendment.** No changes to this contract shall be made except upon written agreement of both parties.

21. **Confidentiality.** Any confidential information provided to or developed by the SERVICE PROVIDER in the performance of this contract shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior written approval of the County, Patient, and/or Service Provider unless authorized by law to process billing and service rendered. This contract is subject to the Texas Public Information Act in accordance with Chapter 552 of the Texas Government Code however, any records protected under the Texas Medical Practice Act, HIPAA, or other privacy law shall be enforced should any records be requested by a third party.

22. **Counterparts.** This Contract may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

23. **Insurance.** Commercial General Liability insurance at a 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 SERVICE PROVIDERs obligations contained in the contract.

a. 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.

b. Errors & Omissions coverage may not be required for all services. If Webb County deems such coverage necessary, the following conditions will apply:

   i. Professional Liability with minimum limits of $1,000,000 or higher, depending on the type, size, and scope of services.

   ii. This coverage must be maintained for at least two (2) 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 the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. The SERVICE PROVIDER may maintain reasonable and customary deductibles, subject to approval by the Webb County.

a. Any Sub-SERVICE PROVIDER(s) hired by the SERVICE PROVIDER shall maintain insurance coverage equal to that required of the SERVICE PROVIDER. It is the responsibility of the SERVICE PROVIDER to assure compliance with this provision. The Webb County accepts no responsibility arising from the conduct, or lack of conduct, of the Sub-SERVICE PROVIDER.

b. 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.

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:

   a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

   b. Shall specifically set forth the notice-of-cancellation or termination provisions to Webb County.

24. **Disclosure.** SERVICE PROVIDER is required to immediately or timely, as the case may be, disclose to Webb County and Appropriate Texas State Agency the following:

a. If any Person who is an employee or director of SERVICE PROVIDER is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, SERVICE PROVIDER shall provide Webb County and the appropriate State Agency timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;

b. If any Person who is an employee, subSERVICE PROVIDER, or director of SERVICE PROVIDER is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;

c. Report any actions or citations by federal, state, or local governmental agencies that may affect SERVICE PROVIDER licensure status or its ability to provide Services hereunder.

[Signature Page Follows]

WEBB COUNTY, TEXAS

By: _____
TANO TIJERINA
WEBB COUNTY JUDGE

Authorized Representative for
SERVICE PROVIDER

Print Name Robert Morgan 3/27/2025

ATTESTED:

_____
MARGIE RAMIREZ IBARRA
WEBB COUNTY CLERK
DATE _____

APPROVED AS TO FORM:

_____
Jorge L. Trevino, Jr.

WEBB COUNTY ASSISTANT GENERAL COUNSEL FOR THE WEBB COUNTY CIVIL DIVISION*

*By law, the Webb County Civil Division Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

EXHIBIT

A

THIS FORM MUST BE INCLUDED WITH RFP PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH RFP PACKAGE AND SIGN BELOW TO COMPLETE SUBMITTAL / CONFIRMATION OF EACH REQUIRED ITEM.

"Pre-Employment Drug & Alcohol Testing for Webb County"

✓ Reference Form

✓ Conflict of Interest Form (CIQ)

✓ Certification regarding Debarment (Form H2048)

✓ Certification regarding Federal lobbying (Form 2049)

✓ Webb County Code of Ethics Affidavit

✓ House Bill 89 Form

✓ Senate Bill 252 Form

✓ Proof of No Delinquent Tax Owed to Webb County

Signature of Person Completing this Package

3/5/24
Date

RFP 2024-006 Pre-Employment Drug and Alcohol Testing for Webb County		
	Service	**Fees:**
New to Include:	Alcohol Breath Testing Fee	$25
	Alcohol Confirmation Testing Fee	$25
	After Hours Fee - subject to being primary vendor	$50/hr.
	Non primary vendor	$125.00/Hr.
	Off-Site Fee	$40.00
	After Hours Drug 5 panel	$40.00
	After Hours Drug 10 panel	$40.00
	After Hours Dot Drug Test	$40.00
	After Hours Non Dot Drug Test	$40.00
	After Hours Breath Alcohol Test	$25.00
	After Hours Quantity Insufficient Fee (per hour)	$50.00
	Consortium	$500.00 / Year DOT $500.00 / Yr Non Dot
	DOT Physical Examination Fee	$55.00
	Training (Reasonable Suspicion)	$750.00/Day-2classes
	DOT Drug Screen - Gas Chromatography	$50.00
	5 panel Non-Dot Drug Screen - Gas Chromatograhy	$40.00
	10 Panel Non Dot Drug Screen - Gas Chromatography	$40.00
	Confirmation for Postive Drug Test	$25.00
	Hair Follicle	$200.00
	MRO Services	$50.00
	Out of Town Services (OnSite Fee + price per mile)	$50.00/Hr.$.50 mile plus service fees

By signing below you certify that all staff members are trained and certified to conduct Drug and Alcohol Testing along with all other services that encompass the Prescreening and Recertification process.

Robert Moran — 3/5/2024

Printed Name — **Date**

S/Robert Moran 3/5/2024 — Laredo Examiners Inc.

Signature — **Company Name**

WEBB COUNTY PURCHASING DEPT.
QUALIFIED PARTICIPATING VENDOR CODE OF ETHICS
AFFIDAVIT FORM

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB *

BEFORE ME the undersigned Notary Public, appeared Robert Moran, the herein-named "Affiant", who is a resident of Webb County, State of Texas, and upon his/her respective oath, either individually and/or behalf of their respective company/entity, do hereby state that I have personal knowledge of the following facts, statements, matters, and/or other matters set forth herein are true and correct to the best of my knowledge.

I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby confirm that I have reviewed and agree to fully comply with all the terms, duties, ethical policy obligations and/or conditions as required to be a qualified participating vendor with Webb County, Texas as set forth in the Webb County Purchasing Code of Ethics Policy posted at the following address: http://www.webbcountytx.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf

I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby further acknowledge, agree and understand that as a participating vendor with Webb County, Texas on any active solicitation/proposal/qualification that I and/or my company/entity failure to comply with the Code of Ethics policy may result in my and/or my company/entity disqualification, debarment or make void my contract awarded to me, my company/entity by Webb County. I agree to communicate with the Purchasing Agent or his designees should I have questions or concerns regarding this policy to ensure full compliance by contacting the Webb County Purchasing Dept. via telephone at (956) 523-4125 or e-mail to the Webb County Purchasing Agent to joelf@webbcountytx.gov .

Executed and dated this 5 day of March, 2024.

Signature of Affiant

Robert Moran / Liberty Examiners Inc.
Printed Name of Affiant/Company/Entity

SWORN to and subscribed before me, this 5 day March, 2024

Veronica E. Alvarado
NOTARY PUBLIC, STATE OF TEXAS

VERONICA E. ALVARADO
My Notary ID # 12050576
Expires October 23, 2024

Offeror: Complete & Return this Form with Response Submission.

House Bill 89 Verification

I, Robert Moran, the undersigned representative of (company or business name) Latco Express Inc (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Robert Moran
Signature of Company Representative

3/5/24
Date

On this 5 day of March, 2024, personally appeared

Robert Moran, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Veronica E. Alvarado
Notary Signature

VERONICA E. ALVARADO
My Notary ID # 12050576
Expires October 23, 2024

10/23/2024
Date

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name Robertmann owes no delinquent property taxes to Webb County.

LAREDO EXAMINERS INC owes no property taxes as a business in Webb County.
(Business Name)

Robertmann owes no property taxes as a resident of Webb County.
(Business Owner)

Robertmann
Person who can attest to the above information

*** SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas
County of Webb
Before me, a Notary Public, on this day personally appeared Robertmann, know to me (or proved to me on the oath of Robertmann to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 5 day of March 2024

Notary Public, State of Texas

VERONICA E. ALVARADO
My Notary ID # 12050576
Expires October 23, 2024

Veronica E. Alvarado
(Print name of Notary Public here)

My commission expires the 5th day of March 2024.

References Form

Please list at minimum five (5) local governmental entities where similar scope of services were provided.

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: City of Laredo

Address: 1102 Bob Bullock

Contact Person and Title: ZAIDA GONZALEZ

Phone: 9567866470 Fax: _____

Email Address: zgonzalez@ci.laredo.tx.us Contract Period: 2013-Present

Description of Goods / Services Provided: Drug & Alcohol Testing Program

REFERENCE TWO

Government/Company Name: UISD

Address: 201 Lindenwood

Contact Person and Title: MAGGIE LAURIC

Phone: 9567473791 Fax: _____

Email Address: mlauric@uisd.net Contract Period: 2015-Present

Description of Goods / Services Provided: Drug & Alcohol Testing Program

REFERENCE THREE

Government/Company Name: Webb County

Address: 1110 Washington St. 203

Contact Person and Title: Margie Gomez

Phone: 9565234147 Fax:

Email Address: magomez@webbcountytx.gov Contract Period: 1998 - Present

Description of Goods / Services Provided: Drug & Alcohol Testing Program

REFERENCE Four

Government/Company Name: Webb CISD

Address: PO Box 204 Bruni TX

Contact Person and Title: Sara Garza

Phone: 361 747 5416 Fax:

Email Address: sara.garza@webbcisd.com Contract Period: 2016 - Present

Description of Goods / Services Provided: DRUG / Alcohol / DOT Physicals

REFERENCE Five

Government/Company Name: SMITHGG CISD

Address: 210 w. Olive Edgewood TX

Contact Person and Title: M. Silguero

Phone: 361527 3203 Fax: _____

Email Address: msilguero@ghcisdpk12.org Contract Period: 2007-Present

Description of Goods / Services Provided: DRUG/ALCOHOL / DOT PHYSICALS

- **Additional pages are permitted if more space is required**

Space intentionally left Blank

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.**

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.**

_____
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?

☐ 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.**

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

_____
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.

Texas Department of
Agriculture

Form H2048
January 2008

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?
☐ Yes

☐ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.
LAREDO EXAMINERS INC	51-0492730	RFP 2024-006

Signature of Authorized Representative

3/5/2024
Date

Robert Mann
Printed/Typed Name and Title of Authorized Representative

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register. February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have peen paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

☐ Yes
☒ No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.
LACCOD EXAMINERS INC	51-0492732	2024-004

Name of Authorized Representative	Title
Deborah Morgan	V.P.

Deborah Morgan — 3/5/24

Signature – Authorized Representative — Date

Offeror: Complete & Return this Form with Response Submission.

Senate Bill 252 Certification

SB 252 CHAPTER 2252 CERTIFICATION I, Robert Moran, the undersigned representative of LAREDO EXAMINERS INC. (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify Mr. Jose Angel Lopez III, Webb County Purchasing Agent at (956) 523-4125 or via email at joel@webbcountytx.gov

Robert Moran — Name of Company Representative (Print)

Robert Moran — Signature of Company Representative

3/5/2024 — Date

RESPONDENT MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE PROPOSAL FORM(S):

Company Name: **LAREDO EXAMINERS**
802 E. SAUNDERS B
956-791-6992 • FAX 791-6994
LAREDO, TEXAS 78041

Contact Person: Robert Morton

Signature:

Date: 3/22/24

THIS CONCLUDES ADDENDUM NO. 1 IN ITS ENTIRETY.

This Addendum is being transmitted electronically via our E-Bid site @ https://webbcountycbid.ionwave.net/Login.aspx . If you have any questions, please direct them to; Juan Guerrero Jr. (956) 523-4149 or email at juguerrero@webbcountytx.gov .

County of Webb

ADDENDUM No. 01 TO THE RFP DOCUMENTS
Addendum Date: March 22, 2024

RFP DOCUMENT NUMBER RFP 2024-006 "Pre-Employment Drug & Alcohol Testing For Webb County"

A. This Addendum shall be considered part of the RFP documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. **RESPONDENTS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS/PROPOSALS.**

B. Respondent are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original RFP document remains unchanged. The RFP documents are modified and/or clarified, as follows:

- **The deadline for submittal has been extended from Monday, March 25, 2024 to Tuesday, April 2, 2024 at or before 10:00 a.m.**

Laredo Examiners, Inc.
802 E. SAUNDERS STE. B
LAREDO, TEXAS 78041
956.791.6992 FAX 956.791.6994
info@laredoexaminers.com
www.laredoexaminers.com

rmoran@laredoexaminers.com

March 29, 2024

Webb County
Attn: Joe Lopez
1110 Victoria St. Suite 201
Laredo, Texas 78040
RE: Request for Qualifications Drug and Alcohol Testing Services 2014-102

PROPOSAL OBJECTIVES

Re:
County of Webb
ADDENDUM NUMBER 2 TO THE RFP DOCUMENTS
Addendum Date: March 28, 2024
RFP DOCUMENT NUMBER RFP 2024-006
"Pre-Employment Drug & Alcohol Testing for Webb County"

Dear Webb County:

Please consider this response for Addendum 2 for RFP 20204-006
Laredo Examiners does not currently provide direct access to Webb County inasmuch as no current systems in place provides direct access between the certified laboratory, Laredo Examiners and Webb County that will provide real time results to Webb County.

Urine drug tests are collected then forwarded at the end of the day, ie 4 pm to laboratory via courier. The laboratory receives results then processes the urine drug test in 24-72 hours then uploads the results to the laboratory portal. Laredo Examiners then monitors the laboratory portal to see if result has been posted to then be able to download results and forward to Webb County. In essence, Webb County would still need to wait until results are ready at the laboratory level and Laredo Examiners has been able to download from the laboratory portal.

Laredo Examiners will work with Webb County to provide the best access to real time results, however generally the above process will still need to be maneuvered through.

For any questions or concerns regarding this proposal, do not hesitate to call my office.

Yours very truly,
s/ Robert Moran
ROBERT MORAN, RN, MPH, MSN, FNP-BC, JD

County of Webb

ADDENDUM NUMBER 2 TO THE RFP DOCUMENTS

Addendum Date: March 28, 2024

RFP DOCUMENT NUMBER RFP 2024-006

"Pre-Employment Drug & Alcohol Testing for Webb County"

A. This Addendum shall be considered part of the RFP documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. **RESPONDENTS / BIDDERS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS/PROPOSALS.**

B. Respondents/Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each Respondent/bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original RFP/bid document remains unchanged. The RFP/Bid documents are modified and/or clarified, as follows:

1. All Respondents to this RFP must read the attached "Webb County Policy for Drug, Alcohol, and other Prohibited Substances manual. The selected respondent must comply with any policy rules/regulations that may be applicable during the contracted period of awarded services. **See Attachment A.**

2. The deadline for submittal has been extended from Tuesday, April 2, 2024 at or before 10:00 a.m. to **Thursday, April 4, 2024 at or before 10 a.m. (CT)**

3. Webb County is requesting for Respondents to submit a statement and any related information in their proposals to determine if agency/company provides access to software that electronically notifies the County's Human Resource (HR) Department of drug test results on company's web portal. If Respondents do not have this service, please summarize how the results will be provided to County's HR department.

RESPONDENT/BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE PROPOSAL/BID FORM(s):

Company Name _____

Contact Person _____

Signature Robert Moran, RN, MSN, FNP-BC
TSBNE 630856 - TX RX No. 10531
Nat. Registry No. 1970921370

Date 3/29/2024

LAREDO EXAMINERS
802 E. SAUNDERS B
956-791-6992 FAX 791-6994
LAREDO, TEXAS 78041

THIS CONCLUDES ADDENDUM NO. 2 IN ITS ENTIRETY.

This Addendum is being transmitted electronically via our E-Bid site @ https://webbcountyebid.ionwave.net/Login.aspx . If you have any questions, please direct them to; Juan Guerrero Jr. (956) 523-4149 or email at juguerrero@webbcountytx.gov .

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 1601 NW Expressway, Suite 1900 Oklahoma City OK 73118	CONTACT NAME: Sandy Shows PHONE (A/C, No, Ext): 405-525-4221 FAX (A/C, No): E-MAIL ADDRESS: SShows@higginbotham.net
INSURED LAREEXA-01 Laredo Examiners Inc. 802 E Saunders- B Laredo TX 78041	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lloyd's — 15642 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2024283529 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			MEO524204624	9/26/2024	9/26/2025	Each Claim Aggregate Limit	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Webb County
1001 Washington Street
Laredo TX 78040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE