

AGREEMENT FOR ANALYTICAL LABORATORY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and TestAmerica Laboratories, Inc., dba Eurofins TestAmerica a Delaware corporation authorized to do business in the State of Florida, whose address is 4101 Shuffel Street NW, North Canton, Ohio, 44720 and whose federal tax identification number is 23-2919996, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase analytical laboratory services for its Natural Resource Division from the Vendor in connection with "Analytical Laboratory Services" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B200307ANB on October 2, 2020 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on December 22, 2020; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 through 5, Detailed Specifications, of B200307ANB, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B200307ANB, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for one (1), three (3) year period.

Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. Notwithstanding anything to the contrary stated elsewhere in this Agreement, Vendor's maximum liability under this Agreement or any other attachments hereto whether based in contract, tort, warranty, negligence

or otherwise shall not exceed amounts recoverable under the scope and limits of the insurance required under this Agreement, up to a maximum of \$3,000,000. In no event shall Vendor be liable to Lee County for any special, indirect, or consequential damages occasioned by the services performed or by application or use of the reports prepared under this Agreement.

C. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform

the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall

be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to

this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise,

restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday

- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Rhonda Moll
Title: Account Executive
Address: 6712 Benjamin Road
Suite 100
Tampa, FL 33634
Telephone: 305-407-4159
Facsimile: _____
E-mail: Rhonda.moll@eurofins
et.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of</u> <u>Procurement</u> <u>Management</u>
Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. County's Purchase Order
 3. Solicitation
 4. Vendor's Submittal in Response to the Solicitation

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

**TestAmerica Laboratories, Inc. dba
Eurofins TestAmerica**

Signed By: Robin M. King

Signed By: [Signature]

Print Name: Robin M. King

Print Name: BRIAN WILLIAMS

Title: EVP.

Date: 28 May 2021

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]

VICE-CHAIR

DATE: 6-15-21

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

Commissioner Cecil L Pendergrass
Lee County Board of County Commissioners
District 2

BY: Missy Flint
DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: Joseph Adams
OFFICE OF THE COUNTY ATTORNEY

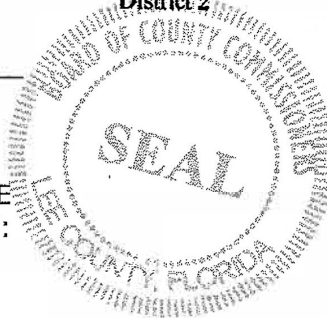


EXHIBIT A DETAILED SPECIFICATIONS

VER 4-16-2021

LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR B200307ANB ANALYTICAL LABORATORY SERVICES

1. SCOPE

- 1.1 The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide Analytical Laboratory Services for its Natural Resource Division to perform analyses the Lee County Environmental Laboratory is not certified to perform or cannot perform due to equipment failure or natural disaster.

TECHNICAL REQUIREMENTS

1. DESCRIPTION OF WORK

- 2.1 Lee County, Florida requires Analytical Laboratory Services for its Natural Resource Division to perform analyses the Lee County Environmental Laboratory is not certified to perform. Additionally, an overload of work and backup in case of instrument breakdown for analyses the Environmental Laboratory is certified for, may be requested. The County shall order analytical services as required, but makes no guarantee as to the quantity, number, type or distribution of tests that will be ordered. Laboratory Services shall be requested as needed throughout the year. A representative calendar of such services is reflected in the excel bid schedule, but should be used only as general information since the actual distribution may vary.

3. Laboratory Requirements

- 3.1 Vendor must be certified by the Florida Department of Health (DOH)/The NELAC Institute (TNI), and demonstrate participation in the TNI Quality Assurance and Quality Control Program for all parameters for which there is DOH/ TNI certification. These certifications must be maintained for the life of the contract. Vendor must provide NELAC audit results upon request during term of contract.
- 3.2 Results sent to the Lee County Environmental Laboratory must be signed by the QA/QC officer, Laboratory Director or designee of the company verifying the authenticity of the analyses.
- 3.3 For all parameters, the analytical method used (including quality controls) must provide for minimum detection limits and PQL's that are listed in 40CFR 141.
- 3.4 The Vendor must complete all Chain of Custody forms as appropriate and return the original completed forms to Lee County. (E-mail of electronic version is acceptable).
- 3.5 Vendor may subcontract a portion of the analysis to "other facilities". The "other facilities" are subject to the same requirements listed herein.
- 3.6 The Vendor must be responsible for the cost of all packing and shipping of samples and containers that will be sent to other laboratories for subsequent analysis. All results must include the contract laboratory's name, address and state certification. The contracted vendor has to be able to receive shipments on Saturdays.
- 3.7 All results reported to the Lee County Environmental Laboratory must include the program/project name, Station, and the date collected, if provided. All results shall include: the County's ID number, Name of the Parameter, Minimum Detection Limits, Dilution Factor, PQL, the date received, date and time of the analysis preparation, date and time the analysis was performed and analyst performing analyses and method used. Any additional fields required to submit data to FDEP's Watershed Information Network (WIN).
- 3.8 Vendor must notify Lee County immediately if analysis cannot be performed, i.e., loss of certification, broken bottles, samples received beyond acceptable holding times, malfunctioning instrumentation/equipment, etc.
- 3.9 Results shall be reported in accordance with TNI (NELAC) standards and F.A.C. 62-160 including data qualifiers.
- 3.10 Results of the laboratory analyses for aqueous samples must be available within fifteen (15) working days after receipt of the samples by the lab and the written report must be postmarked within twenty (20) working days. Results of the laboratory analyses for solid and semi solid samples must be available within twenty one (21) working days after receipt of the samples by the lab and written report must be postmarked within twenty six (26) working days. A mechanism must also be available for electronic transmission of data via a modem using a database or spreadsheet program (see attached example) compatible with Lee County's system (e.g., electronic mail).
- 3.11 A telephone number of the lab director or responsible person shall be provided so that the County can make arrangements for special circumstances (i.e. after normal working hours, weekends, etc).

- 3.12 The Vendor shall submit invoices which provide a summary of the number of specific parameters analyzed by name of Program/Projects, by the County's sample ID number, the assigned Purchase Order number and date collected for project report.
- 3.13 In the event samples are lost by the Vendor or not properly analyzed (e.g. incorrect parameters analyzed, samples analyzed beyond approved holding times without County lab authorization, etc.), the Vendor will be liable for costs incurred by the County in collecting additional samples. These costs will include human resources, transportation and any supplies associated with sampling the parameter(s) in question. Any other associated costs incurred by the County as a consequence of improper/incorrect analysis of samples shall be Vendor responsibility and liability.
- 3.14 Vendor shall be responsible for providing appropriate pre-cleaned sampling containers (containing the proper preservative) at no charge to the County. Vendor shall also be responsible for the expense of shipping said containers to the Lee County Environmental Lab, as well as arranging the appropriate shipping method.
- 3.15 The County shall be responsible for providing appropriate shipping containers and arrangement and payment of shipping of samples to the Vendor. Vendor shall be responsible for the expense of return shipping said containers back to Lee County Environmental Lab at no charge, as well as arranging the appropriate shipping method.
- 3.16 Data for projects specified will be submitted to the County in the Florida Department of Environmental Protections (FDEP) Automated Data Processing Tool (ADaPT) electronic format (both EDD and LRD) as specified in Appendix A. (<http://www.dep.state.fl.us/labs/dqa/adaptfaq.htm>).
- 3.17 All laboratory analytical reports prepared for an industrial user or a control authority must comply with Rule 62-160.670, F.A.C. Wastewater samples should be analyzed using the approved methods listed in 40 CFR 136. Also, in accordance with Rule 62-4.246, F.A.C., the control authority must ensure approved analytical methods are used to achieve appropriate method detection limit (MDL) and practical quantization limit (PQL) for determining compliance with parameter limits. To ensure that the contracted laboratory can meet the necessary MDLs and PQLs, the control authority should consider requesting the documentation to support their claims for MDLs and PQLs.
- 3.18 The County reserves the right to add additional tests or methods of testing during the term of the Agreement.
- 3.19 The County Reserves the right to reject without charge any data that is qualified due to Vendor failure and the Vendor is responsible for the cost of resampling and shipping.
- 3.20 Vendor shall use the Lee County Electronic Data Submission form (EDD) for all laboratory testing.

The following pages are for Vendor's informational purposes only and no guarantee is given or implied that this is an exact schedule of required services during the Agreement period.

List of Parameters and estimated Number of Analyses per Year: Estuarine Water Samples, Environmental Water, Drinking Water, Wastewater, Solid Waste & Marine Water can be found on the excel bid schedule.

4. Unsatisfactory Work

- 4.1 In the event the work performance of the Vendor is unsatisfactory, the Vendor will be notified by the County and be given seven (7) calendar days to correct the work. There will be no cost to the County for re-works.
- 4.2 Late Results Penalty: It is critical that the Vendor meet the schedule for delivery of Results and Reports. Consequently, the County reserves the right to assess and charge late fees in the amount of five dollars (\$5.00) or five percent (5%) of cost of report (whichever is greater) per working day for each Report postmarked after the deadline specified above. Further, continual or protracted late submission may be grounds for termination of the agreement by the County.

5. Subcontractors

- 5.1 If subcontracted Vendors are to be used for any portion of this work, a list of these subcontractors, along with the type of analyses to be performed and a copy of the approved DOH/NELAC/TNI Quality Manual, Fields of Accreditation, and certificate shall be included in submittal. Plan and copies of the appropriate licenses for all subcontracted Vendor(s) shall be submitted to the Environmental Laboratory review and approval by the County departments prior to using this contract. All subcontracted Vendors shall be required to meet the conditions and requirements of the original solicitation. The County reserves the right to refuse any subcontracted lab before or after contract inception.



Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.lee.gov.com/procurement

Posted Date: October 23, 2020

Solicitation No.: B200307ANB

Solicitation Name: Analytical Laboratory Services

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT: Test America Price Quote for ITB160360ANB

2. QUESTIONS/ANSWERS

1.	Could you tell us who is the current incumbent and what is the current contract pricing?
Answer	The County does not have an active contract for this service. The County is currently using Test America for various laboratory testing. The bid schedule for this project includes new services/testing that does not have a historical spend report. Please see attached Test America's pricing proposal the last time the County Solicited this service.
2.	Also, on the Bid's Certification Requirement & Submittal Documents Section, specifically: section 3.1.2 - "Vendor shall currently possess and continue to maintain the State of Florida's Water Certification Program in Drinking Water and NON-POTABLE Water and shall provide a copy of the certification." What certification (other than FDOH - NELAP) is the County looking for?
Answer	No other certification required, only the FDEP - NELAP.
3.	For those items with "Estimated Quantity" of 1, did the county actually submit samples for those items?
Answer	No, we are trying to cover our bases for all possible needs in the future.
4.	Will the county pay for return shipping of samples to the laboratory?
Answer	The County would not need samples returned.
5.	Are the samples from Public Drinking Water Systems, Wastewater Treatment Plants, Surface Water Sites or Groundwater locations?
Answer	Yes, all of the above.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Adam Brooke, Procurement Analyst
Procurement Analyst Direct Line: 239-533-8851
Lee County Procurement Management

Form#1a - Solicitation Form (not applicable for CCNA solicitations)



LEE COUNTY
SOUTHWEST FLORIDA

Lee County Procurement Management
PROPOSAL FORM

Company Name: **TestAmerica Laboratories, Inc.**

Solicitation # **ITB-160360** Solicitation Name **ANALYTICAL LABORATORY SERVICES**

Having carefully examined the "Terms and Conditions", and the "Detailed Specifications", all of which are contained herein, propose to furnish the following which meet these specifications:

Multi-year and Renewals

The successful proposer shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an "as needed basis for a one-year (1) period or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

Please include this page with your submission package.					
Item #	Description	Unit of Measure	Quantity	Unit Cost	Total Cost
\$THM	Trihalomethanes, Total	Each	131	35.00	4,585.00
COD	Chemical Oxygen Demand	Each	3	10.00	30.00
RAD226	Radium 226	Each	63	80.00	5,040.00
RAD228	Radium 228	Each	3	90.00	270.00
\$HAA	Haloacetic Acids	Each	48	50.00	2,400.00
GALPHA	4000 Gross Alpha (excluding Uranium)	Each	3	50.00	150.00
GALPHA2	4000 Gross Alpha (including Uranium)	Each	3	145.00	435.00
CN	Cyanide, Total	Each	33	16.00	528.00
O&G 1664	Oil & Grease	Each	16	20.00	320.00
SO4 IC	Sulfate	Each	3	8.00	24.00
SEPA525	EPA 525 GC/MS compounds in water	Each	16	100.00	1,600.00
SEPA619	Triazine Pesticides by GC/NPD	Each	3	60.00	180.00
URANIUM	Combined Uranium	Each	3	90.00	270.00
SEPA504	EDB and DBCP by microextraction	Each	15	32.00	480.00
SEPA508	Chlorinated Pesticides/PCB's	Each	15	60.00	900.00
SEPA515	Chlorinated Herbicides	Each	10	60.00	600.00
SEPA531	Carbamates	Each	15	60.00	900.00
AS-ICPKG	Arsenic in soil	Each	28	18.00	504.00
DIQUAT	Diquat EPA 542 2	Each	16	60.00	960.00
ENDOTHAL	Endothal ER 548 1	Each	16	53.00	848.00
GLYPHOSA	Glyphosate EPA 547	Each	16	53.00	848.00
\$RVOC	Regulated VOCs	Each	11	52.00	572.00
TNMGKG	Nitrogen, Total	Each	3	30.00	90.00
TPOMGKG	Phosphorus, Total	Each	2	10.00	20.00

SEPA521	EPA 521 UCMR Nitrosamines	Each	3	Deleted per Addendum #2	
SRVOCNPW	Regulated VOCs on non-potable water	Each	3	52.00	156.00
SEPA624	Volatile Organic Compounds	Each	27	44.00	1,188.00
AL-ICPKG	Aluminum in soil	Each	20	18.00	360.00
CD-ICPKG	Cadmium in soil	Each	16	28.00	448.00
CR-ICPKG	Chromium in soil	Each	16	18.00	288.00
CU-ICPKG	Copper in soil	Each	16	18.00	288.00
HGMKG	Mercury in soil/sediment/sludge	Each	16	18.00	288.00
MO-ICPKG	Molybdenum in soil	Each	12	18.00	216.00
NI-ICPKG	Nickel in soil	Each	16	18.00	288.00
PB-ICPKG	Lead in soil	Each	16	18.00	288.00
SE-ICPKG	Selenium in soil	Each	12	18.00	216.00
ZN-ICPKG	Zinc in soil	Each	16	18.00	288.00
SEPA625	GC/MS Semi-Volatiles: BN & AE compounds	Each	35	100.00	3,500.00
PHENOL	Phenolics, Total Recoverable	Each	10	15.00	150.00
SEPA606	Organochlorine Pest/PCB's	Each	15	60.00	900.00
BA-ICPKG	Barium in soil	Each	18	18.00	324.00
BROMATE	Bromate, by Ion Chromatograph	Each	10	8.00	80.00
CHLORITE	Chlorite, by Ion Chromatograph	Each	10	8.00	80.00
SPLP-AL	SPLP Aluminum & ICP	Each	18	34.00	612.00
SPLP-MN	SPLP Manganese & ICP	Each	18	34.00	612.00
SPLP-PB	SPLP Lead & ICP	Each	18	34.00	612.00
DIOXIN	Dioxin	Each	6	245.00	1,470.00
TN%	Nitrogen, Total, by %	Each	8	30.00	240.00
TPO4%	Phosphorus, Total, by %	Each	8	10.00	80.00
TK%	Potassium, Total, by %, Flame	Each	3	18.00	54.00
FLPROUQ	F.Fro Hydrocarbons in liquid	Each	1	40.00	40.00
HGEPA	Mercury, Low Level	Each	1	50.00	50.00
PHSOIL	pH, soil	Each	7	6.00	42.00
NOXKG	Nitrate + Nitrite in sediment	Each	3	10.00	30.00
IKNKG	Nitrogen, Kjeldahl in sediment	Each	3	18.00	54.00
STCLPMET	TCLP Metals	Each	4	65.00	260.00
FLASHPT	Flashpoint, closed cup	Each	1	15.00	15.00
GBETA	4100 Gross Beta	Each	3	59.00	177.00
SR 6010	Strontium by ICP	Each	3	12.00	36.00
THALOGEN_2	Halogens, Total Extractable	Each	3	15.00	45.00
Grand Total					\$16,515.00

Amount Written Thirty Six Thousand, Five Hundred and Fifteen Dollars and Zero Cents

EXHIBIT B FEE SCHEDULE

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: left;">  <p>LEE COUNTY SOUTHWEST FLORIDA COMPANY NAME: Eurofins TestAmerica, Tampa</p> </div> <div style="text-align: center;"> <p>PROCUREMENT MANAGEMENT DEPARTMENT <u>BID/PROPOSAL FORM</u></p> </div> </div>					
Item	Description	Method Requirement (if any)	Reporting Units	Unit of Measure	Unit Price
Organochlorine Pesticides and PCBs	Chlordane, Endrin, Heptachlor, Heptachlor epoxide, total Aroclors (PCBs), Toxaphene	EPA 508, EPA508.1, or EPA505	ug/L	EACH	\$ 60.00
Semi-volatile Organics	Atrazine, Benzo(a)pyrene, Di(2-ethylhexyl)adipate, Di(2-ethylhexyl)phthalate (DEHP), Alachlor, Hexachlorobenzene, Hexachlorocyclopentadiene, Gamma-BHC (Lindane), Methoxychlor, Simazine	EPA 525.2	ug/L	EACH	\$ 100.00
Chlorinated Herbicides	2,4-D, 2,4,5-TP (Silvex), Dalapon, Dinoseb, Pentachlorophenol, Picloram	EPA 515.1, EPA 515.2, EPA 515.3, or EPA515.4	ug/L	EACH	\$ 78.00
Pesticides	Carbofuran, Oxamyl	EPA 531	ug/L	EACH	\$ 60.00
EDB, DBCP by microextraction	1,2-dibromo-3-chloropropane (DBCP), 1,2-dibromoethane (EDB)	EPA 504.1	ug/L	EACH	\$ 32.00
Purgeable Organic Compounds	1,1,1-trichloroethane, 1,2-dichloroethane, Monochlorobenzene, Tetrachloroethene, Xylenes(total), chloroform, 1,1,2-trichloroethane, 1,2-dichloropropane, cis-1,2-dichloroethene, Toluene, Total THMs, 1,1-dichloroethene, 1,4-dichlorobenzene, Ethylbenzene, trans-1,2-dichloroethene, bromodichloromethane, 1,2,4-trichlorobenzene, Benzene, Methylene Chloride, Trichloroethene, dibromochloromethane, 1,2-dichlorobenzene, Carbon Tetrachloride, Styrene, Vinyl Chloride, bromoform,	EPA 524.2	ug/L	EACH	\$ 52.00
Trihalomethanes	Bromodichloromethane, Bromoform, Chloroform, Dibromochloromethane, Trihalomethanes (Total)	EPA 524.2	ug/L	EACH	\$ 52.00
Volatile Organic Compounds	1,1,1-trichloroethane, 1,2-dichloroethane, Acrolein, Carbon Tetrachloride, Dibromochloromethane, Trans-1,3-dichloropropene, Xylene-m,p, 1,1,2,2-tetrachloroethane, 1,2-dichloropropane, Acrylonitrile, Chlorobenzene, Ethylbenzene, trichloroethene, Xylene,o, 1,1,2-trichloroethane, 1,3-dichlorobenzene, Benzene, Chloroethane, Methylene chloride, vinyl chloride, Xylenes(total), 1,1-dichloroethane, 1,3-dichloropropene(total), Bromodichloromethane, Chloroform, Tetrachloroethene, cis-1,2-dichloroethene, Trihalomethanes(total), 1,1-dichloroethene, 1,4-dichlorobenzene, Bromoform, Chloromethane, Toluene, Styrene, 1,2-dichlorobenzene, 2-chloroethylvinyl ether, Bromomethane, cis-1,3-dichloropropene, Trans-1,2-dichloroethene, Trichlorofluoromethane,	EPA 624.1	ug/L	EACH	\$ 79.00

Organochlorine Pesticides and PCBs	Chlordane, PCB 1016, PCB 1260, Aldrin, Endosulfan II, Endrin, PCB 1221, Total PCBs, Alpha-BHC, Endosulfan Sulfate, gamma-BHC, PCB 1232, Toxaphene, Beta-BHC, Endrin Aldehyde, Methoxychlor, PCB 1242, 4,4-DDD, Delta-BHC, Heptachlor, PCB 1248, 4,4-DDE, Dieldrin, Heptachlorepoide, PCB 1254, 4,4-DDT, Endosulfan I,	EPA 608.3	ug/L	EACH	\$ 60.00
Base/Neutrals and Acids	1,2,4-Trichlorobenzene, 2,6-dinitrotoluene, 4-chloro-3-methylphenol, benzo(a)anthracene, bis(2-chloroisopropyl) ether, di-n-butylphthalate, hexachloroethane, n-nitrosodiphenylamine, 1,2-diphenylhydrazine, 2-chloronaphthalene, 4-chlorophenylphenyl ether, benzo(a)pyrene, bis(2-ethylhexyl)phthalate, di-n-octylphthalate, indeno(1,2,3-cd)pyrene, pentachlorophenol, 2,4,6-trichlorophenol, 2-chlorophenol, 4-nitrophenol, benzo(b)fluoranthene, butylbenzylphthalate, fluoranthene, isophorone, phenanthrene, 2,4-dichlorophenol, 2-nitrophenol, acenaphthene, benzo(g,h,i)perylene, chrysene, fluorene, naphthalene, phenol, 2,4-dimethylphenol, 3,3-dichlorobenzidine, acenaphthylene, benzo(k)fluoranthene, dibenzo(a,h)anthracene, hexachlorobenzene, nitrobenzene, pyrene, 2,4-dinitrophenol, 4,6-dinitro-2-methylphenol, anthracene, bis(2-chloroethoxy) methane, diethylphthalate, hexachlorobutadiene, n-nitrosodimethylamine, 2,4-dinitrotoluene, 4-bromophenylphenyl ether, benzidine, bis(2-chloroethyl) ether, dimethylphthalate, hexachlorocyclopentadiene, n-nitrodo-di-n-propylamine,	EPA 625.1	ug/L	EACH	\$ 100.00
Chlorophenoxy acid Herbicides	2,4,5-TP (Silvex), 2,4-D, Dalapon, Dinoseb, Pentachlorophenol, Picloram,	EPA 615	ug/L	EACH	\$ 80.00
Haloacetic Acids	dibromoacetic acid, dichloroacetic acid, monobromoacetic acid, monochloroacetic acid, trichloroacetic acid	EPA 552.2	ug/L	EACH	\$ 50.00
Cyanide	Total Cyanide	EPA 335.4	mg/L	EACH	\$ 16.00
Oil & Grease	Oil & Grease	EPA 1664A	mg/L	EACH	\$ 20.00
Low Level Mercury	Low Level Mercury	EPA 1613E	ug/L	EACH	\$ 50.00
Phenol	Total Recoverable Phenolics	EPA 420.1 or EPA420.4	mg/L	EACH	\$ 15.00
Dioxin	Dioxin	EPA 1613	pg/L	EACH	\$ 245.00
Endothall	Endothall	EPA 548.1	ug/L	EACH	\$ 78.00
Diquat	Diquat herbicide	EPA 549.2	ug/L	EACH	\$ 78.00
Glyphosphate	Glyphosphate herbicide	EPA 547	ug/L	EACH	\$ 53.00
Gross Alpha	Gross Alpha	EPA 900.0 or SM7110B	pCi/L	EACH	\$ 50.00
Radium 226	Radium 226	EPA 903.0 or SM7500-RaB	pCi/L	EACH	\$ 80.00
Radium 228	Radium 228	EPA 904.0 or SM7500-RaD	pCi/L	EACH	\$ 90.00
Metals in soil	Silver, Aluminum, Arsenic, Barium, Calcium, Cadmium, Cobalt, Chromium, Copper, Iron, Mercury, Potassium, Magnesium, Manganese, Molybdenum, Sodium, Nickel, Lead, Antimony, Selenium, Tin, Strontium, Thallium, Zinc	EPA 6010B and EPA 7470A	mg/Kg	EACH	\$ 70.00
Chlorides	Chlorides in Soil		mg/Kg	EACH	\$ 35.00
Halogens	Total Halogens in liquid samples	EPA 9020B	mg/L	EACH	\$ 80.00
TCLP Metals	Arsenic, Barium, Cadmium, Chromium, Lead, Selenium, Silver, Mercury	EPA 6010B and EPA 7470A	mg/L	EACH	\$ 65.00
Flashpoint	Closed Cup	SW 1010	degrees F	EACH	\$ 15.00
Bromide/Bromate	Bromide/Bromate	EPA 300.1	mg/L	EACH	\$ 16.00

Chlorite/Chlorate	Chlorite/Chlorate	EPA 300.1	mg/L	EACH	\$ 16.00
FL-PRO	Liquid		mg/L	EACH	\$ 40.00
FL-PRO	Solid		mg/Kg	EACH	\$ 40.00
Geosmin/MIB	Odor/Taste Components		ng/L	EACH	\$ 16.50
Crypto	Cryptosporidium and Giardia	EPA 1623	oocysts/L	EACH	\$ 648.00
Caffeine	Pharmaceuticals		ug/L	EACH	\$ 300.00
Acetaminophen	Pharmaceuticals		ug/L	EACH	\$ 300.00
Ibuprofen	Pharmaceuticals		ug/L	EACH	\$ 300.00
Carbamazepine	Pharmaceuticals		ug/L	EACH	\$ 300.00
Metals	Beryllium, Aluminum, Vanadium, Chromium, Manganese, Nickel, Copper, Zinc, Arsenic, Selenium, Molybdenum, Silver, Cadmium, Antimony, Barium, Thallium, Lead, Strontium	EPA 200.8	ug/L	EACH	\$ 60.00
Minerals	Sodium, Calcium, Magnesium, Potassium and Iron	EPA 200.7	mg/L	EACH	\$ 25.00
Chloride	CL		mg/L	EACH	\$ 8.00
Color	True Color, field filtered in DW matrix	SM2120 B	PCU	EACH	\$ 10.00
Fluoride	F	EPA 300.0, EPA 300.1, or SM4110B	mg/L	EACH	\$ 8.00
Sulfate	SO4	EPA 300.0, EPA 300.1,	mg/L	EACH	\$ 8.00
Total Organic Carbon	TOC	SM5310B or SM5310C	mg/L	EACH	\$ 40.00
Nitrite/Nitrates	NO2, NOX, NO3		mg/L as N	EACH	\$ 24.00
Orthophosphate	O-PO4, field filtered		mg/L as P	EACH	\$ 20.00
Total Phosphorus	T-PO4		mg/L as P	EACH	\$ 10.00
Silica	SiO2		mg SiO2/L	EACH	\$ 50.00
Total Kjeldahl Nitrogen	TKN		mg/L as N	EACH	\$ 30.00
Alkalinity	Total Alkalinity		mg/L as CaCO3	EACH	\$ 15.00
Ammonia	NH3		mg/L as N	EACH	\$ 10.00
Mercury	Hg	EPA 245.1, EPA 245.2 or SM3112B	mg/L	EACH	\$ 15.00
Asbestos	Asbestos Fibers	EPA 100.1 or EPA 100.2	MF/L	EACH	\$ 140.00
Uranium	Combined Uranium	EPA 200.8, EPA 908.0, EPA 908.1, SM7500-U C, or SM7500-U B	ug/L	EACH	\$ 45.00

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements including Professional Liability

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

- d. Errors and Omissions - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice, privacy and network security insurance covering for losses arising from disclosure of confidential information, or other professional services.

\$1,000,000 per occurrence

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 28 May 2021

STATE OF PA
COUNTY OF Lancaster

Signature

BRIAN WILLIAMS - EVP.
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28 day of May, 2021, by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: _____

[Stamp/seal required]

Robin M. King
Signature, Notary Public

