PB250132CFC Alcohol & Drug Testing Piggyback Sterling Infosystems, Inc.



AGREEMENT FOR PIGGYBACK PURCHASE

THIS AGREEMENT FOR PIGGYBACK PURCHASE is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Sterling Infosystems, Inc., a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as the "Vendor".

WHEREAS, the Vendor entered into an Agreement with the State of Florida Department of Transportation, Contract Number BEI06, through their Solicitation No. DOT-RFP-25-9009-CA on the 18th day of December, 2024 for administration of drug and alcohol testing services ("Agreement"); and

WHEREAS, the Agreement is eligible for piggyback purchases; and

WHEREAS, the County desires to make purchases from the Vendor under the same terms and conditions of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

The County and the Vendor agree to be bound by the terms and conditions of the Agreement with respect to the County's purchases of drug and alcohol testing services from the Vendor during the term of the Agreement from the effective date and any renewals or extensions thereof, except that Florida law shall govern this Agreement including but not limited to Chapter 119, Florida Statutes, regarding public records, and Section 768.28, Florida Statutes, regarding sovereign immunity. The venue for all disputes will be Lee County, Florida. The Vendor shall comply with the Affidavit of Compliance with Section 287.138 And 787.06, Florida Statutes, attached hereto and incorporated herein as Exhibit A. The effective date shall be the date the Lee County Board of County Commissioners awarded the Agreement to the Vendor.

Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:
Signed By:
Print Name: Amy Clancy

Sterling Infosystems, Inc.

Signed By: Brd T. Jardin

Print Name: Bret T. Jardine

Title: Chief Legal Counsel

Date: February 5, 2025

SEAL SEAL

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

DocuSigned by:

Print Name: Brian Hamman

Title: ____ Commissioner & Chairman

Date: _____

ATTEST:

CLERK OF THE CIRCUIT COURT

Signed by:

Rachael Rumer

E00970866660741ADIX

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

Signed by:

Andrea Fraser

OFFICED TO THE ATTORNEY

Before me, the

EXHIBIT A

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138 and 787.06, FLORIDA STATUTES

undersigned authority, personally appeared (Name of

	affiant)
В	ret Jardine, who, after being first duly sworn,
de	poses and says of his or her personal knowledge the following:
1.	Affiant is the (Title) Chief Legal Counsel of (Business Name)
	Sterling Infosystems Inc which does business in the
	State of Florida, hereinafter called the "Vendor."
2.	Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not
	owned by a government of a foreign country of concern; (2) a government of a foreign
	country of concern does not have a "controlling interest" in Vendor, as defined by Section
	287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has
	its principal place of business in a foreign country of concern. For the purposes of this
	affidavit, foreign country of concern means the People's Republic of China, the Russian
	Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the
	Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab
	Republic, including any agency of or any other entity of significant control of such foreign
	country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from
	time to time.
3.	Vendor, pursuant to Section 787.06, Florida Statutes, certifies that Vendor does not use
	coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended
	from time to time.
4.	This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida
	Statutes, for the purposes of preventing the County from entering contracts with foreign
	entities of concern which would provide Vendor access to an individual's personal
	identifying information.
5.	This Affidavit is executed by the Vendor in accordance with Section 787.06, Florida
	Statutes.

	Signed by.
	Bret T. Jardine
	(Signature)ODD1C47214C4EC
	February 5, 2025
	(Date)
STATE OF Florida	
COUNTY OF Pinellas	
Sworn to (or affirmed) and subscribed before me online notarization, this 5th day of December	, by means of □ physical presence or ☑ 20 ²⁵
	who has produced
	(Print or Type Name)
	(Time of Type Talme)
Personally known as identification (Type of Identification)	AMY CLANCY MY COMMISSION # HH 322275 EXPIRES: January 9, 2027
Notary Public Signature	
Amy Clancy	
Printed Name of Notary Public	
HH 322275 Exp January 9, 2027	
Notary Commission Number/Expiration	