



Affidavit of Immigration Laws E-Verify

Solicitation No.: _____ Solicitation Name: _____

Lee County will not intentionally award county contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(E) {Section 274A(E) of the Immigration and Nationality Act ("INA")}.

Lee County may consider employment by any contractor of unauthorized aliens a violation of Section 274A(E) of the INA. Such violation by the recipient of the employment provisions contained in section 274A(E) of the INA shall be grounds for unilateral cancellation of the contract by lee county. Proposer attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 immigration act and subsequent amendments).

By registering as a vendor, submitting a response to a solicitation, or entering into a contract, you are obligated to comply with the provisions of section 448.095, Florida Statute, "Employment Eligibility." Your registration as a vendor, response to a solicitation, entering into a contract, you affirm and represent that you are registered with the E-Verify system and are using same, and will continue to use same as required by section 448.095, F.S. compliance with section 448.095 includes, but is not limited to, utilization of the E-Verify system to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination as a vendor, disqualifying you for award of a solicitation, denial of entering into a contract and/or, cancellation of an active contract, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed with the department of procurement management no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by the vendor, the vendor may not be allowed to do business with the county or be awarded a solicitation or contract for a period of one year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the vendor.

Company Name: _____

Signature Title Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this _____ day of _____ 20____, by _____ who has produced (Print Or Type Name)

_____ as identification.
(Type Of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



Affidavit of Compliance with Sections 287.138 and 787.06, Florida Statutes

Before me, the undersigned authority, personally appeared (name of affiant) _____, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (title) _____ of (business name) _____ 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.

(Signature) (Date)

Lee County Solicitation Number: _____

Lee County Contract Number: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this ____ day of _____ 20____, by _____ who has produced
(Print Or Type Name)

_____ as identification.
(Type Of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

BID BOND

Complete EITHER Lee County Paper Bid Bond OR provide cashier's check
KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and
(BIDDER'S Name)

_____ a Corporation licensed to do business under the laws of the State of
(Surety's Name)

Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY
COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, in
the SUM OF _____

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors,
personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, _____

WHEREAS, said Principal is herewith submitting a Proposal for the construction of:

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be
awarded the Contract upon said Bid/Proposal within the specified time and shall enter into a written
Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a
Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY
within seven (7) calendar days after the written Notice of Award date, or within such extended period
as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and
Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said
Principal and the amount for which said COUNTY may legally contract with another party to perform
said work, if the latter amount be in excess of the former, together with any expenses and reasonable
attorney's fees incurred by said COUNTY if suit be brought here on, but in no event shall said Surety's
liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of
unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs
and damages associated with the bid protest or delays to the project upon a finding from the Board of
County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The
liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

(Principal) (Seal)

(By) _____

Printed Name

Witness as to Surety:

(Surety's Name) (Seal)

(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.



Lee County Insurance Requirements

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); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- 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

****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."***



Lee County Insurance Requirements

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. **Under the Description of Operations, the following must read as listed:**

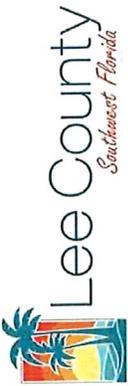
“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.”

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

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 ensure that all subcontractors comply with all insurance requirements.



ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM

“Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract or non-compliance with governmental regulation that has occurred over the past 10 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in part by the proposer in the last 10 years. Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.”

Company Name: _____

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity- acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non- compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>

Make as many copies of this sheet as necessary to provide a 10-year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write “NONE” in the first “Type of Incident” box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous. Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on this disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Lee County Non-Disclosure Agreement for Exempt Documents

As part of this solicitation, Lee County intends to provide bidders access to documents and records that are confidential in nature and exempt from public disclosure under Florida Statutes § 119.071(3)(b). Access to these confidential records will be provided on a limited basis to a licensed architect, engineer, or contractor for the limited purpose of responding to this solicitation and/or performing the scope of work thereunder. In order to receive these records, this form must be executed in its entirety by an architect, engineer, or contractor who is licensed to practice in the State of Florida and who has full authority to bind the requesting organization to the terms of this Agreement.

By executing this Agreement, you are agreeing, in both a personal and representative capacity, as follows:

- 1) I fully understand the confidential and exempt nature of the records to be supplied.
- 2) I agree to maintain the confidential and exempt status of all records provided pursuant to this Agreement in accordance with Florida law.
- 3) Access to these confidential and exempt records will be limited to only those persons within my organization, to include sub-contractors, whose access is necessary to respond to this solicitation.
 - 3a. Sub-contractors shall only receive documents applicable to their trade.
- 4) Each person who receives access to these records pursuant to this Agreement will be informed of the duty to maintain the confidential and exempt status of the records in accordance with Florida law.
- 5) The obligations hereunder apply to any and all documents or records provided in regard to this solicitation which are marked as "CONFIDENTIAL" by Lee County.
- 6) The terms of this Agreement may be enforced by Lee County through any legal or equitable action available under law, and, in the event that Lee County prevails in such legal action, Lee County will be entitled to recover its reasonable attorney's fees and costs incurred in enforcing this Agreement.

Name of Requesting Entity:

Address of Requesting Entity:

Name and Title of Person Executing this Agreement:

Signature: _____

Professional License No. of Person Executing this Agreement (if applicable):

Check One: Architect Professional Engineer Contractor

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared, _____,
to me known to be the person described in, or has produced identification in the nature of
_____, and who has acknowledged to me that he/she has executed the
foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and seal this ____ day of _____, 202__.

NOTARY PUBLIC, State of Florida

Print Name

My Commission Expires: _____

Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:
or:
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this

____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number 6555555
 FEI/EIN Number Date 5111111111111
 Filed 1 10/03/2005
 State FL
 Status ACTIVE
 Last Event DROPPING DBA
 Event Date Filed Event 09/27/2023
 Effective Date NONE

Principal Address

555 N MAIN STREET
 ANYTOWN, USA 99999

Verify either Principal or Mailing address is listed in submittal and on Form 1 if submitting a printed, sealed bid.

Changed: 01/05/2011

Mailing Address

555 N MAIN STREET
 ANYTOWN, USA 99999

Changed: 01/05/2011

Registered Agent Name & Address

MY REGISTERED AGENT
 111 REGISTRATION ROAD
 REGISTRATION, USA 99999

Officer/Director Detail

Name & Address

Title P

 PRESIDENT, FIRST
 555 AVENUE
 ANYTOWN, USA 99999

IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

Trench Safety

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

My commission expires:

(serial number, if any)

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: _____

Signature

STATE OF _____

Name/Title

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, _____, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: (Type of Identification) _____.

[Stamp/Seal Required]

Signature, Notary Public