



AGREEMENT FOR PIGGYBACK PURCHASE

THIS AGREEMENT FOR PIGGYBACK PURCHASE (“Piggyback”) 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 [Vendor Name as shown on Sunbiz], a Florida corporation authorized to do business in the State of Florida, hereinafter referred to as the “Vendor”.

Commented [BI1]: Be sure that the Vendor name matches exactly. Make note of the punctuation and any abbreviations. This is something the County Attorney’s Office cares about a lot.

WHEREAS, the Vendor entered into a [Type of Agreement] with [Name of Agency], Contract Number X, through their Solicitation No. [Solicitation #] ___ day of ____, 20xx for [Type of Products and/or Services] (“Agreement”); and

Commented [BI2]: Confirm the business entity has registered as “active” on Sunbiz.org. Then, under ‘Filing Information’ on the company’s Sunbiz page, confirm where the business entity was organized (state named under ‘date filed’) and write out the type of entity (corporation, limited liability company, etc.).

WHEREAS, the Agreement is eligible for piggyback purchases; and

Commented [BI3]: If the business entity is in Florida, please remove this phrase. If it is organized in another state, include that other state.

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

Commented [BI4]: Enter the effective date of the original agreement we are piggybacking.

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 [Type of Products and/or Services] from the Vendor during the term of the Agreement from the effective date and any renewals or extensions thereof. 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.

Commented [DG5]: If we need to change venue for legal claims from the Piggybacked agreement add in after ‘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.”

County Project Authorizations

All work shall be provided and performed in accordance with the Agreement and as further described in any County Project Authorizations issued under this Piggyback. The term County Project Authorization refers to a written document executed by both parties under this Piggyback

Commented [GD6]: If federal funds are being used, add in the following language:
“In the event this Agreement is funded in whole or in part from any granting agency or source, the specific terms, regulations and requirements governing the disbursement of those funds are incorporated by reference and made a part of the Agreement.”

[Solicitation Number] _____ E1 Contract # _____
[Project / Contract Name] _____
[Vendor/Contractor Name] _____

setting forth and authorizing a limited number of services, tasks, or work for a specific project identified by the County. Such services, tasks, or work is consistent with and has previously been described by the [Name of Agency] Solicitation and the Agreement.

Changes to County Project Authorizations

A modification to a County Project Authorization may be authorized by a County Project Modification properly executed by both parties.

Signature Authorization Acknowledgement

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.

[The remainder of this page intentionally left blank.]

[Solicitation Number]
[Project / Contract Name]
[Vendor/Contractor Name]

E1 Contract # _____

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

WITNESS:

VENDOR NAME

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Signed By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

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

BY: _____
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
AFFIDAVIT OF COMPLIANCE WITH SECTION 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.

[Solicitation Number] E1 Contract # _____
[Project / Contract Name]
[Vendor/Contractor Name]

(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