



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 2024000556
SAND, ROCK, AND RIP RAP – ANNUAL CONTRACT

It is the intent of the County to secure the services of a Contractor to supply and deliver sand, rock, and rip rap, on an "as required basis". It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from sources of supply that will give prompt and convenient service.

No Local licenses are required for this project.

There will not be a Pre-Bid Conference for this project. Please send all questions to the email address below.

BID OPENING: 2:00 p.m., August 28, 2024
PURCHASING DIVISION CONFERENCE ROOM

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 245562. Any questions can be answered by contacting Ariel Johnson, Contract Specialist at 941.743.1376 or email: ariel.johnson@charlottecountyfl.gov.

OPTIONAL ELECTRONIC BID SUBMISSIONS: If your firm would like to submit your bid electronically, please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Notice of Availability
Posted: 08/07/2024

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BID NO. 2024000556

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**INSTRUCTIONS TO BIDDERS
SAND, ROCK, AND RIP RAP – ANNUAL CONTRACT
BID NO. 2024000556**

IB-01 QUALIFICATIONS OF BIDDERS: It is the intent of the County to award this contract to the lowest responsive, responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items/services within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

IB-02 GENDER DESIGNATION: The County and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

IB-03 EXAMINATION OF DOCUMENTS/SITE: Prior to the submission of a bid form, bidders shall carefully examine the bid package, including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Bid Form and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) calendar days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

Interpretations of any of the bid documents or the project will be in the form of a written addendum to the documents which will be posted on the purchasing website. Receipt by each bidder of any addenda must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

Examination of Site: Prior to submitting a bid form, each bidder shall examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS: Bids shall be submitted on the bid form supplied by the County, or duplication thereof and attached thereto, or as specified. Bidders shall acknowledge receipt of any addenda received during the bid period. Any expense incurred in making bids is to be borne by the Bidder.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Bid Forms by partnerships shall show the names of all partners. The partnership title shall follow the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents shall be submitted sealed. The package containing the bid must be clearly marked with the bid number and the name and business address of the bidder. Bids not received by the established bid opening shall **not** be considered and will be returned.

Bid Guarantee - The bid shall be signed where indicated guaranteeing that the bidder will not withdraw its bid for a period of 60 days after the scheduled time for opening of bids.

IB-05 WITHDRAWAL OF BIDS: Bids may be withdrawn by request of the bidder prior to the scheduled opening. Error or negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.

IB-06 BID TABULATIONS: In accordance with Florida Statutes, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State

Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online". Document Number 245564. No information regarding the submittal will be divulged over the telephone.

IB-07 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received may be rejected by the County depending on available competition and timely needs of the County.

IB-08 FORM OF CONTRACT: The submitted Bid Form signed by the bidder, together with complete bid package furnished by the County, shall constitute a binding contract. The bidder shall be required to perform according to the bidder's submitted Bid Form and the County's bid package when a purchase order signed by the Senior Division Manager - Purchasing or his/her designee is transmitted to bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the bidder to forfeiture of the bid bond or other posted security and other possible penalties.

IB-09 NOTICE TO PROCEED/DELIVERY: After award of bid, a notice to proceed/purchase order shall be issued bearing the terms of the contract/delivery. Upon receipt of purchase order, successful bidder/Contractor shall acknowledge receipt of same by either fax or mail and shall commence processing of order so that the agreed upon delivery date will be satisfied.

IB-10 PAYMENT: Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. All invoices will be paid in accordance with the Local Government Prompt Payment Act (F.S. 218.74).

IB-11 PERFORMANCE EVALUATION: At the end of the contract, if awarded, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

IB-12 ARITHMETIC DISCREPANCIES: For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms submitted by the bidder:

- A. Obviously misplaced decimal points will be corrected.
- B. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
- C. Apparent errors in addition of lump sum and extended prices will be corrected.

For the evaluation purposes, the County will proceed on the assumption that the bidder intends its bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies (above). The bid will be so reflected on the bid tabulation.

IB-13 DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the documents, all equipment, materials and articles incorporated in the work covered by this bid are to be new and of the most suitable grade for the purpose intended. Unless specifically provided in the bid documents, references to equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution, the bidder shall furnish the name of the manufacturer, the model number, and other identifying information necessary to aid the County in evaluating the substitution. Substitutions are subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. Substitutions are subject to disqualification if not approved by the County.

IB-14 REGULATIONS: It shall be the responsibility of each bidder to assure compliance with any OSHA, EPA, and/or other federal, state, or local statutes, ordinances, rules, regulations or other requirements, as each may apply.

Bidder must be authorized to transact business and be properly licensed in the State of Florida. Laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

IB-15 CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

IB-16 COLLUSION: By offering a submission to this invitation, the bidder certifies he has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid.

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by bidder and will not knowingly be disclosed by bidder prior to the scheduled opening directly or indirectly to any other bidder or competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

IB-17 SUBCONTRACTORS: Bidders are to complete the attached Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

IB-18 DRUG FREE WORKPLACE FORM: It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the Contract.

IB-19 PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

IB-20 CANCELLATION/TERMINATION OF CONTRACT: It is the intent of the County to contract with a bidder who can provide prompt and convenient services. The County shall have the right to cancel, terminate or suspend any awarded contract, in whole or in part, by providing the successful bidder/Contractor 30 days written notice.

It is expressly understood by the County and the bidder that funding for any successive fiscal years of this contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate any awarded contract. The County will be responsible for payment of any outstanding invoices and work completed by the successful bidder/Contractor prior to such termination.

Pursuant to Section 287.135(3)(a)4 of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement valued at \$1,000,000 or more if the Contractor is found to have submitted a false certification, has been placed on the *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or has been engaged in business operations in Cuba or Syria or a boycott of Israel.

Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement in any amount if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

IB-21 INDEMNITY: After notification of award, the successful bidder shall indemnify and hold harmless the County, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a result of, any act or omission by bidder, its officers, employees, licensees, invitees, Contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was entered into. Bidder agrees that the first ten dollars (\$10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

IB-22 TAXES: Charlotte County is exempt from Federal Excise and State Sales Taxes. The bidder shall assume liability for Local, State, or Federal Tax that is applicable to the work.

IB-23 EQUAL EMPLOYMENT OPPORTUNITY: Charlotte County, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Dept. of Commerce, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this bid, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the Contract upon receipt of evidence of discrimination.

IB-24 ASSIGNMENT: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

IB-25 UNAUTHORIZED ALIEN WORKERS: Charlotte County will not intentionally award publicly funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County. In addition, pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, *Fla. Stat.*

IB-26 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

IB-27 PUBLIC RECORDS CLAUSE TO CONTRACTORS "ACTING ON BEHALF OF THE COUNTY": Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, 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 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.

IB-28 SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS: Charlotte County will not request documentation of, or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Charlotte County does not give preference to vendors based on social, political, or ideological interests.

**TECHNICAL SPECIFICATIONS & CONDITIONS
SAND, ROCK, AND RIP RAP- ANNUAL CONTRACT
BID NO. 2024000556**

TS-01 INTENT: It is the intent of the County to secure the services of a Contractor to supply and deliver sand, rock, and rip rap, on an "as required basis". It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from sources of supply that will give prompt and convenient service.

TS-02 BID PRICES/TERMS OF CONTRACT: Bidders shall bid unit prices. The prices bid shall include costs for all labor, transportation, delivery, equipment, tools and services necessary for completion of the work.

Bid prices shall be considered firm from October 1, 2024, through and including September 30, 2025. This bid may be extended for two (2) additional one (1) year period, by mutual agreement, provided there are no changes in terms, conditions and prices.

Current contract prices can be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", Historical Catalog. The previous Contract number for this project is 23-653 and is entitled 'SAND, ROCK, AND RIP RAP - ANNUAL CONTRACT'.

TS-03 DELIVERY: Prices quoted shall include delivery, F.O.B., to the Maintenance & Operations Division, Public Works Department, at the addresses listed below and/or to any specified Charlotte County locations as per the geographical areas (i.e., Punta Gorda, Englewood and Port Charlotte).

All bids will indicate the lead time required for the established quantities to be delivered, which shall be expressed in calendar days. Successful bidder(s) will be held to delivery dates. Failure to meet delivery or lead time necessitating Charlotte County to make purchase(s) from other sources shall cause successful bidder to be held liable for the difference of cost between awarded bid price and the cost of the required purchase from another source.

Deliveries to all locations shall be made between 7:30 a.m. and 4:30 p.m., Monday through Thursday, excluding legal holidays, unless otherwise agreed to by the receiving department. Each individual purchase order will include contact information for coordinating delivery.

Delivery locations for Maintenance & Operations include, but are not limited to the following locations:

Stockade Yard Locations:

Punta Gorda Yard	San Casa Yard	JB Yard
7000 Florida Street	6878 San Casa Drive	18181 Sinatra Avenue
Punta Gorda, FL 33950	Englewood, FL 34223	Port Charlotte, FL 33954

TS-04 SPECIFICATIONS:

- A. Mason Sand: Natural Silica. To meet Florida Department of Transportation Specifications 902-3.2.
- B. Beach Sand- 3/16 minus white sand with small shell particles
- C. Rock - Small Sizes: #67 (S1-A), #7 (#14-1/2"), #8 (1/2" Spec), #89 (#16-S1-B); to meet Florida Department of Transportation Specifications.
- D. Rock Specifications. #57 (Commercial Grade).
- E. Rip Rap: up to 5" inches.
- F. Rip Rap: up to 12" inches.

NOTE: Items A, C, and D must meet Florida Department of Transportation Specifications, but does NOT have to be certified.

TS-05 ESTIMATED QUANTITIES: The exact details and quantities of the required sand, rock and rock screening for this bid cannot be determined at this time. In past fiscal years Charlotte County purchased approximately 150 tons of sand, 1,400 tons of rip rap, and 2,700 tons of #57 Rock. This amount is given for bidders' guidance only. No minimum amount is guaranteed or implied. This bid award may result in similar quantities of purchases; however, this is not guaranteed. Purchase orders will be issued on an 'as required' basis.

TS-06 BREAKDOWNS/WORKLOADS: Contractor acknowledges that should he receive award of this contract and is unable to perform because of breakdown, scheduling, lack of equipment or manpower, then the County may, on an order basis, go to the next qualified bidder without penalty to the County.

TS-07 CRITERIA FOR AWARD: The award of this bid will be to the lowest responsive, responsible bidder(s) meeting or exceeding the requirements of the specifications herein. The County retains the right to award this bid in whole or in part, whichever is in the best interest of the County. Another consideration of award may be delivery time.

County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the County deems the lowest bidder non-responsible, such bidder shall receive written notice from the County of this determination. The bidder shall have five business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

BID FORM
SAND, ROCK, AND RIP RAP – ANNUAL CONTRACT
BID NO: 2024000556

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Bid Form, and any other documentation for

SAND, ROCK, AND RIP RAP – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

PRODUCT ITEM	DELIVERED TO PUNTA GORDA	DELIVERED TO ENGLEWOOD	DELIVERED TO PORT CHARLOTTE
MASON SAND	\$ 36.50 /ton	\$ 43.50 /ton	\$ 40.50 /ton
BEACH SAND	\$ 42.50 /ton	\$ 49.50 /ton	\$ 46.50 /ton
SMALL ROCK	\$ 42.90 /ton	\$ 47.90 /ton	\$ 45.90 /ton
GRADE #57 ROCK	\$ 42.90 /ton	\$ 47.90 /ton	\$ 45.90 /ton
RIP RAP, UP TO 5"	\$ 51.90 /ton	\$ 58.50 /ton	\$ 55.50 /ton
RIP RAP, UP TO 12"	\$ 54.90 /ton	\$ 61.70 /ton	\$ 56.50 /ton

DELIVERY SHALL BE MADE WITHIN 2 CALENDAR DAYS FROM RECEIPT OF ORDER.

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 245564. No information regarding the submittal will be divulged over the telephone.

OPTIONAL ELECTRONIC BID SUBMISSIONS: If your firm would like to submit your bid electronically, please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Name of Bidder: Nick Ale Corp

(This form to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of 60 days after the scheduled time for opening the bids.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List or is not participating in a boycott of Israel.

All contract documents (i.e.; performance and payment bond, cashier's check, bid bond) shall be in the name of "Charlotte County".

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: The bidding firm as indicated below, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): Individual Ownership _____ Partnership _____ Joint Venture _____
Corporation ☒

Name of Bidding Firm Nickale Corp

Mailing Address 7886 Bucks Run Dr

Location Address _____

City & State Naples FL 34120 ZIP 34120

Telephone: 239-287-3463 E-mail: Brian@nickale.com

Signature of person authorized to bind the Company: [Signature]

Print Name/Title of person authorized to bind the Company: Viviana Mayberry

Date: 06.18.25

(This form to be returned)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **SAND, ROCK, AND RIP RAP – ANNUAL CONTRACT** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval. (If not applicable, please state N/A).

Source of Supply	Subcontractor(s)
1. CJC Shell	1. Edgar Trucking
2. E.B. Johns Industries. Octona Mine	2. D.J. Mendez Trucking
3. _____	3. HGT Trucking
4. _____	4. Trujillo Trucking
5. _____	5. _____
6. _____	6. _____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that (name of business) does:

Nichale Corp

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature

[Signature]

Dated

June 18, 2025

Name of Bidder: _____

(This form to be returned)