

**BID FORM  
RIGHT-OF-WAY MOWING CONTRACT  
TOWN OF HILLIARD, FLORIDA**

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**SUBMITTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
\_\_\_\_\_ **TELE:** \_\_\_\_\_  
\_\_\_\_\_ **FAX:** \_\_\_\_\_  
**EMAIL ADDRESS:** \_\_\_\_\_

1.01 This Bid is submitted to:

Town of Hilliard  
15859 West County Road 108  
Hilliard, Florida 32046

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S REPRESENTATIONS**

2.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- F. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the

Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

### **ARTICLE 3 – BIDDER’S CERTIFICATION**

3.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### **ARTICLE 4 – BASIS OF BID**

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices:

### UNIT PRICE BID

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
	Mowing, Weed Eating, and Trash Clean-up (April 10, 2023 through the last cycle in 2025)	8 Mow Cycles per year for a total of 24 cycles	Each		

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and (3) final payment for all unit price Bid items will be based on actual satisfactorily installed quantities, determined as provided in the Contract Documents.

### ARTICLE 5 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

*(Title)* \_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

*[Title]* \_\_\_\_\_

Bidder's Business License No.: \_\_\_\_\_

***Affix corporate seal, if applicable.***

DATE: January 26, 2023  
TO: Nassau County Record  
FROM: Ritchie Rowe, Public Works Director  
ATT: Please provide proof prior to publication  
RE: Advertisement to run 02/08/2023 & 02/09/2023  
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**NOTICE FOR BIDS  
TOWN OF HILLIARD RIGHT-OF-WAY MOWING CONTRACT  
TOWN OF HILLIARD, FLORIDA**

The Town of Hilliard is soliciting bids from landscape/mowing contractors to maintain the Town's right-of-way for 3-years. The first mow cycle will begin on April 10, 2023, and end on the last mow cycle in the year 2025. Sealed bids shall be received at the office of the Town Clerk at 15859 County Road 108, Hilliard Florida, 32046-6712 until 2:00 pm local time on February 23, 2023, at which time the Bids received will be publicly opened and read aloud.

Bids will be received for a single prime contract. Bids shall be on a unit price basis as indicated in the Bid Form. The Issuing Office for the Bidding Documents is the Town of Hilliard, 15859 CR 108, Hilliard, Florida 32046-6712, (904) 845-3555. Prospective Bidders may examine the Documents at the Issuing Office, Monday through Friday (excluding Holidays) and may obtain copies of the Bidding Documents free of charge from the Issuing Office. Owner shall not be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than the Issuing Office.

The Town of Hilliard is an equal Opportunity Employer and welcomes bids from MBE/WBE contractors.



DATE: January 26, 2023  
TO: Westside Journal  
FROM: Ritchie Rowe, Public Works Director  
ATT: Please provide proof prior to publication  
RE: Advertisement to run 02/02/23 & 02/09/23

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**NOTICE FOR BIDS**  
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## 2023 MOWING SCHEDULE

MOW ZONES COMPLETED			BEGIN NEXT MOW CYCLE		SUBMIT INVOICE FOR PAYABLES		PAYMENT (Approval at First Thursday Council Meeting)
1	2	3	MOW 1	4/10/2023		4/26/2023	5/4/2023
1	2	3	MOW 2	5/8/2023		5/24/2023	6/1/2023
1	2	3	MOW 3	6/5/2023		6/27/2023	7/6/2023
1	2	3	MOW 4	7/10/2023		7/26/2023	8/3/2023
1	2	3	MOW 5	8/7/2023		8/30/2023	9/7/2023
1	2	3	MOW 6	9/11/2023		9/27/2023	10/5/2023
1	2	3	MOW 7	10/9/2023		10/25/2023	11/2/2023
1	2	3	MOW 8	11/6/2023		11/29/2023	12/7/2023
Below are email addresses for inspection & payment:							
	<a href="mailto:Rowe@townofhilliard.com">Rowe@townofhilliard.com</a>						
	<a href="mailto:Chobbs@townofhilliard.com">Chobbs@townofhilliard.com</a>						
	<a href="mailto:Kdcarroll@townofhilliard.com">Kdcarroll@townofhilliard.com</a>						



TOWN OF HILLIARD  
RIGHT-OF-WAY MOWING CONTRACT  
CONTRACTOR REQUIREMENTS

1. Contractor shall perform work according to the written schedule. There are eight mow cycles. Each mow cycle must be completed prior to invoice submission. The submit invoice date is the Thursday prior to the next Council Meeting. This allows sufficient time for the invoice to be added to payables.
2. There are three mowing zones. Contractor can select which zone, but once work has commenced on that zone it should be completed barring any unforeseen circumstances.
3. Upon zone completion, contractor will notify Public Works for inspection. Once the zone passes inspection that zone is completed for that mow cycle.
4. Trash cleanup will be required prior to mowing.
5. Grass shall be mowed to a maximum height of four inches.
6. Contractor shall weed eat around signs, posts, trees, mailboxes, etc.
7. The entire width of right-of-way shall be maintained unless it is a designated side mount area. Side mount ditches are listed on a separate map. These areas consist of a deeper ditch that requires a side mount. In these areas the contractor will be responsible for any of the right-of-way that the side mount does not cut. Contractor will also be responsible for all trash clean up in these areas.
8. Contractor shall be properly licensed to perform the work.
9. Contractor shall operate in a safe manner and be responsible for its safety protocol.
10. Contractor shall maintain Workman's Compensation Insurance and General Liability Insurance when performing work for the Town. Town of Hilliard shall be named as an additional insured. General Liability Insurance shall be \$500,000 minimum.
11. Contractor shall be compensated for each completed mow cycle, as in accordance with this bid.
12. Sealed bids shall be received at the office of the Town Clerk at 15859 West County Road 108, Hilliard, Florida 32046 until 2:00 PM local time on 2/23/2023 at which time the Bids received will be publicly opened and read aloud.
13. Bids will be received for a single prime contract.
14. Bids shall be on a unit price basis as indicated in the Bid Form.
15. The issuing office for the Bidding Documents is the Town of Hilliard, 15859 West County Road 108, Hilliard, Florida 32046, (904) 845-3555.
16. Prospective Bidders may examine the documents at the Issuing Office, Monday through Friday (excluding Holidays) and may obtain copies of the Bidding Documents, free of charge from the Issuing Office.
17. Owner shall not be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than the Issuing Office.
18. The Town of Hilliard is an equal Opportunity Employer and welcomes bids from MBE/WBE contractors.



19. Bids may be rejected on an individual or collective basis by the town, in its sole and absolute discretion.
20. Each bidder must indicate in writing that it agrees that security in the form of a Bid Bond, specifically certified or cashier's check in the amount of \$2,500, payable to the Town of Hilliard, Florida accompanies the bid; that the amount is not to be construed as a penalty, but as liquidated damages that the Town will sustain by failure of the bidder to execute and deliver a contract within ten (10) days of the written notification of the award of the contract to the bidder; thereupon, the security shall become the property of the Town but if the applicable bid is not accepted within ninety (90) days of the time set for the submission of bids, or if the bidder delivers the executed contract upon receipt, the Security shall be returned to the bidder within seven (7) working days.