



## INVITATION TO BID

NAME OF COMPANY SUBMITTING BID \_\_\_\_\_

### **SECTION I - GENERAL INFORMATION AND OFFER/ACCEPTANCE**

The enclosed **INVITATION TO BID** (ITB) and accompanying specifications and bid forms are for your convenience in bidding the enclosed referenced products and/or services. Bidders are cautioned that the Longview Purchasing Division *is the sole point of contact* for the City of Longview (the City) during this process. Any oral statement by any representative of the City, modifying or changing any conditions of this ITB, is an expression of opinion only and confers no right upon the bidder. If additional information is needed to interpret the specifications, **written** questions will be accepted by:

City of Longview - Purchasing Division  
PO Box 1952 – 300 W. Cotton (zip  
Longview, TX 75606

PHONE (903) 237-1324

FAX (903) 291-5323

[jlatch@longviewtexas.gov](mailto:jlatch@longviewtexas.gov) or [krodgers@longviewtexas.gov](mailto:krodgers@longviewtexas.gov)

**Sealed bids will be received no later than: 2:00 P.M., October 5, 2016**

**MARK ENVELOPE: BID NO. 1516-26, FIRING RANGE MOWING SERVICES –POLICE DEPARTMENT**

**RETURN BID TO: CITY OF LONGVIEW PURCHASING OFFICE**

**PO BOX 1952 – 300 W. COTTON (ZIP 75601)**

**LONGVIEW, TEXAS 75606**

**A non-mandatory pre-bid meeting and site visit will be held September 28, 2016 @ 9:00 a.m. at the Longview Police Department Firing Range, 1400 Swinging Bridge Road, Longview, Texas 75604**

This meeting is to answer questions regarding the bid requirements. Potential vendors are welcome and encouraged to take any measurements needed during site visit.

**THE CITY OF LONGVIEW** appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award, and shall be considered void. Opening is scheduled in Purchasing Offices at 300 W. Cotton, Longview, and Texas. You are invited to attend.

Award will be made approximately two weeks after the bid opening date. The City reserves the right to award contracts on an individual item or lump sum basis, whichever is the best interest of the City. To obtain results please contact the Purchasing Manager at the address above or phone (903) 237-1324.

**Return all pages of your bid. Bidders shall sign and date pages with signature lines. Incomplete bids or bids which are not signed and dated as stated may be rejected.**

# INVITATION TO BID

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.



**SEALED BID ● DO NOT OPEN**

**FIRING RANGE MOWING SERVICES-POLICE DEPARTMENT**

**BID No. 1516-26**

**BID OPENING: October 5, 2016 @ 2:00 P.M. CST**

**For Information Contact:**

**Jaye Latch**  
**(903) 237-1324**  
[jlatch@longviewtexas.gov](mailto:jlatch@longviewtexas.gov)

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Bids must be addressed to:**

**Jaye Latch**  
**Purchasing Manager**  
**PO Box 1952**  
**Longview, TX 75606**  
or

**Jaye Latch**  
**Purchasing Manager**  
**300 W Cotton St**  
**Longview, TX 75601**

## SECTION II - INSTRUCTIONS AND GENERAL TERMS

By order of the City Manager of LONGVIEW, TEXAS, sealed bids will be received for:

### FIRING RANGE MOWING SERVICES-POLICE DEPARTMENT

**2.00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE** for a contract for the services specified. The term of this contract will be one (1) year or until satisfactory completion of all of the services specified. City of Longview reserves the right to extend this contract for four (4) additional one-year periods as it deems to be in the best interest of the City. City reserves the right to purchase additional units of the types of services specified, provided pricing, terms and conditions remain the same.

**2.01 IT IS UNDERSTOOD** that the City of Longview, Texas (City) reserves the right to reject any or all bids for any or all services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it deems in the best interests of the City of Longview.

**2.02 BIDS MUST BE** submitted on the pricing forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and appropriately signed by a person having the authority to bind the firm in a contract. The bid number and title shall be marked clearly on the outside as shown below. Elaborate binding or binders are discouraged. ***FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.***

**2.03 SUBMISSION OF BIDS:** The City of Longview requests one original and one copy of your bid. Include all pages of this document in submitting your bid. Sealed bids shall be submitted to:

CITY OF LONGVIEW PURCHASING OFFICE  
PO BOX 1952 – 300 W. COTTON (ZIP 75601)  
LONGVIEW, TX 75606

**2.04 LATE BIDS: ALL BIDS MUST BE RECEIVED IN THE CITY OF LONGVIEW PURCHASING OFFICES BEFORE BID OPENING DATE AND TIME.** Bids received in the City Purchasing Office after the submission deadline will be considered void and unacceptable. The City of Longview is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office will be the official time of receipt.

**2.05 FUNDING:** Funds for payment have been provided through the City of Longview budget approved by the Longview City - Council for this each year only. Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any anticipated orders or other obligations that may arise past the end of the current City of Longview fiscal year will be subject to budget approval.

**2.06 ALTERING BIDS:** Bids cannot be altered or amended after the submission deadline. Any interlineation, alteration, or erasure made before opening must be initialed by the signer of the bid.

**2.07 WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the bidder without the permission of the city for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of a bid. For the purpose of proper bid evaluation and approval, all prices, costs and conditions shall remain firm and valid for a ninety (90) day period, commencing on the day of the bid opening. Upon award of contract all prices shall be firm and valid for the duration of the contract.

**2.08 SALES TAX:** The City of Longview is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Bidders shall be responsible to report and pay all applicable taxes, if any, promptly.

**2.09 BID AWARD:** The City of Longview will review all bids for responsiveness and compliance with these specifications. Bids are awarded either to the responsive, responsible bidder who submits the lowest and best bid based on the specifications published herein or to the responsive bidder who provides goods or services at the best value for the municipality. In selecting the bidder to whom the contract will be awarded, the City also reserves the right to consider the location of the bidder's principal place of business as provided by section 271.905 or section 271.9051 (as applicable) of the Texas Local Government Code. City of Longview may negotiate additional work as deemed appropriate and consistent with state law and with the intent and terms of the resulting contract.

**2.10 CONTRACT:** This bid, when properly accepted the City of Longview, shall become a contract equally binding between the successful bidder and City of Longview. No different or additional terms will become a part of this contract with the exception of Change Orders.

**2.11 CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Longview Purchasing Agent.

**2.12 IF DURING THE** life of the contract, the successful bidder's net prices to other customers for services provided hereunder are reduced below the contracted price, it is understood and agreed that the benefits of price reduction shall be extended to the City of Longview.

**2.13 A PRICE** adjustment may be considered by the City of Longview only at the anniversary date of the contract and shall be substantiated in writing (e.g., Wage/Labor rates, Consumer Price Index, etc.). The City of Longview reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the city.

**2.14 DELIVERY:** All delivery and freight charges (FOB City of Longview) are to be included in the bid price.

**2.15 CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. City of Longview Charter prohibits Council members and other officers and employees of the City of Longview from taking any direct or indirect interest in the profits or emoluments of any contract, job, work, or service for the City of Longview.

**2.16 ETHICS:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Longview.

**2.17 EXCEPTIONS/SUBSTITUTIONS:** Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Longview reserves the right to accept any and all or none of the exception(s)/ substitution(s) deemed to be in the best interest of the city.

**2.18 DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

**2.19 ADDENDA:** Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda can be found on the City of Longview website [www.LongviewTexas.gov/Bids](http://www.LongviewTexas.gov/Bids). Addenda can also be obtained by calling City of Longview Purchasing office at 903-237-1324. It is the responsibility of the bidder to obtain a copy of all addenda pertaining to this ITB.

**2.20 BID MUST COMPLY** with all federal, state, city and local laws concerning types of products specified.

**2.21 DESIGN, STRENGTH, QUALITY** of materials must conform to the highest standards of manufacturing practice.

**2.22 MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS:** A prospective bidder must affirmatively demonstrate responsibility and must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain resources required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

City of Longview may request clarification or other information sufficient to determine bidder's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

**2.23 REFERENCES:** The City of Longview requests bidders to supply a list of three (3) references where like services or products have been supplied by their firm. Include names of firms, addresses, telephone numbers and names.

**2.24 BIDDER SHALL PROVIDE** with this bid response, all documentation required by this ITB. Failure to provide information specifically requested may result in rejection of your bid.

**2.25 INDEMNIFICATION:** The contractor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of contractor under this contract.

**2.26 WAGES:** Successful bidder shall pay or cause to be paid, without cost or expense to City of Longview, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits required by Federal and/or State Law.

**2.27 TERMINATION OF CONTRACT:** This contract shall remain in effect until the contract expires, until acceptance of performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. The City of Longview reserves the right to award canceled contracts to the next lowest and best bidder or to the remaining responsive bidder who provides the services at the best value for the municipality, as the City deems to be in the best interest of the City. City reserves the right to hold original contractor responsible for any resultant increase in cost.

**2.28 TERMINATION FOR DEFAULT:** The City of Longview reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Longview reserves the right to terminate the contract immediately in the event successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city to exercise any or all rights. The city of Longview may exercise any right or pursue any remedy available at law or in equity for breach of this contract. The exercise of any right or pursuit of any remedy by the City for breach of this contract shall no prevent the City from exercising any other right or pursuing any other remedy available under this contract, under law, or in equity.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or

observed, City of Longview shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate. Bidder, in submitting this bid, agrees that City of Longview shall not be liable to prosecution for damages in the event that the City of Longview declares the bidder in default.

**2.29 NOTICE:** Any notice provided by this bid (or required by Law at the address so provided) to be given to the successful bidder by the City of Longview shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Longview, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this, shall not prevent the giving of actual notice in any other manner.

**2.30 CONTRACT ADMINISTRATOR:** Under this contract, the City of Longview may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and service performance. The contract administrator will serve as liaison between the City of Longview Purchasing Department and the successful bidder.

**2.31 PURCHASE ORDER:** A purchase order(s) shall be generated by the City of Longview to the successful bidder. The purchase order number must appear on all itemized invoices. The City of Longview will not be held responsible for any orders placed/delivered without a valid current purchase order number.

**2.32 EACH INVOICE** shall be number and show (1) name and address of the successful bidder, (2) name and address of receiving department and/or delivery location, (3) City of Longview Purchase Order number, and (4) descriptive information as to the services delivered.

**2.33 PAYMENT** will be made upon receipt and acceptance by the city of the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Texas Government Code Chapter 2251. The City's standard payment terms are net 30, i.e. payment is due in 30 days.

**2.34 ITEMS**, if any, supplied under this contract shall be subject to the City of Longview's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date, at no expense to the city. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the owner's expense at the discretion of the City.

**2.35. SERVICES:** Supplied under this contract shall be subject to the City of Longview's approval. Services found defective or not meeting specifications shall be corrected at no expense to the City.

**2.36 WARRANTY:** The successful bidder shall warrant that all items/services shall conform to the proposed specifications.

**2.37 REMEDIES:** The successful bidder and the City of Longview agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**2.38 APPLICABLE LAW AND VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

**2.39 EQUAL EMPLOYMENT OPPORTUNITY:** The successful bidder shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-title 15 of the code of Federal regulations) issued pursuant to the Civil Rights act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The bidder shall comply with all applicable Federal, State, and local laws, rules and regulations concerning equal employment opportunity.

**2.40 ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Longview.

**2.41 SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this statement.

**2.42 PROPRIETARY INFORMATION:** The responders to any inquiry or bid request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction.

**2.43 FIREARMS PROHIBITED:** Bidder acknowledges that Section 9 of City Ordinance No. 2421 prohibits bidders or officers, employees, agents, and representatives from carrying firearms, including concealed handguns, while in the performance of the contract resulting from this invitation and on premises (including City rights-of way and easements) or when meeting with officers or employees regarding this bid invitation or contract negotiations. Bidder agrees that failure to comply with this requirement shall constitute a substantial breach of this contract, entitling owner to all remedies under the law or the resulting contract under breach, including City's right to terminate the contract for substantial nonperformance.

**2.44 BEST VALUE:** THE CITY WILL AWARD THE CONTRACT SOUGHT BY THIS ITB EITHER TO THE LOWEST RESPONSIBLE BIDDER OR TO THE BIDDER WHO PROVIDES GOODS OR SERVICES AT THE BEST VALUE FOR THE CITY. IN SELECTING THE BIDDER TO WHOM THE CONTRACT WILL BE AWARDED, THE CITY ALSO RESERVES THE RIGHT TO CONSIDER THE LOCATION OF THE BIDDER'S PRINCIPAL PLACE OF BUSINESS AS PROVIDED BY SECTION 271.905 AND/OR SECTION 271.9051 OF THE TEXAS LOCAL GOVERNMENT CODE.

In determining the best value for the municipality, the City of Longview may consider:

1. the purchase price;
2. the reputation of the bidder and of the bidder's goods or services;

3. the quality of the bidder's goods or services;
4. the extent to which the goods or services meet the city's needs;
5. the bidder's past relationship with the City of Longview;
6. the impact on the ability of the City of Longview to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
7. the total long-term cost to the City of Longview to acquire goods or services; and
8. any relevant criteria specifically listed in the request for bids or proposals.

**2.45 NONRESIDENT BIDDERS:** Texas state law requires that the City give preference to Texas resident bidders at an amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the state in which the nonresident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Government Code Chapter 2252, subchapter A. Bidders must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that bidder. Certification is included in the Bid Affidavit to follow."

**2.46 OZONE ACTION DAYS –** The successful bidder shall observe and follow City Policy in regard to operating equipment and providing services on Ozone Action Days.

**2.47 ANY QUESTIONS** concerning the ITB shall be directed to the Purchasing Department in writing. The FAX number for written inquiry is 903 291-5323 or you may e-mail to [jlatch@longviewtexas.gov](mailto:jlatch@longviewtexas.gov) or [krodgers@longviewtexas.gov](mailto:krodgers@longviewtexas.gov). Reference the section and page in question.

**2.48 SUBCONTRACTING:** The awarded vendor shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and vendor that the City is contracting with the successful vendor as independent contractor. No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Longview.

**2.49 INCLEMENT WEATHER:** In case of inclement weather or any other unforeseen event causing the City to close for business on the date a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgment call to extend any deadline.

**2.50 STORM WATER MANAGEMENT:** Contractor shall implement best management practices (BMPs) to prevent stormwater pollution to the maximum extent practicable in accordance with the City of Longview's Stormwater Management Program. These BMP's include at a minimum:

- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
- Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:
  - (1) arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;
  - (2) initiating efforts to stop the discharge or spill; including maintaining onsite spill kits
  - (3) minimizing the impact to the public health and the environment;
  - (4) neutralizing the effects of the incident;
  - (5) removing the discharged or spilled substances; and
  - (6) managing the wastes.
- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

## SECTION III - SPECIAL PROVISIONS

**3.00 BID SECURITY:** A bid security is not required.

**3.01 SUPPORTING INFORMATION:** When requested bidders are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these specifications. Failure to include supporting data specifically requested may be cause for rejection of your bid.

- a) Warranty - Include warranty information with your bid. Warranties may be a consideration of bid award. Only standard pre-published warranties will be considered.
- b) Technical Literature - Include pre-published drawing, brochures, or engineering data sufficient to insure that your product meets or exceeds minimums specified.

**3.02 INSURANCE:** All bidders proposing to provide services to the City of Longview are required to have and maintain Workman's Compensation Insurance. The successful bidder shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, including without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees of the successful bidder providing services to the city for the duration of the contract. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the contract duration, the successful bidder must file a new certificate of coverage with the City of Longview showing coverage has been extended. Subcontractors, if used, must also provide proof of coverage to the City of Longview listing all persons providing services under this contract. The successful bidder shall retain all required certificates of coverage for the duration of the contract and for one year thereafter. The successful bidder shall notify the city in writing within ten (10) days of any change that materially affects the provision of coverage of any person providing services under the contract and required to be covered. The successful bidder shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission. The successful bidder shall contractually require each person with whom it contracts to provide service under the contract to:

1. Provide coverage for the duration of the contract term, based on proper reporting of classification codes and payroll which meets the statutory requirement of the Texas Labor Code, including and without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees providing services under the contract.
2. Provide to the City of Longview prior to that person beginning work under the contract, a certificate of coverage showing that coverage is being provided for the duration of the contract for all employees of the person providing services under the contract.
3. Provide prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period ends during the duration of the contract.
4. Obtain from each other person with whom it contracts, certificate and extensions necessary to provide for coverage to all persons providing services under the contract.
5. Retain all certificates on file for the duration of the contract and for one year thereafter.
6. Notify the City in writing by certified mail of any changes affecting provisions for coverage of any person providing services under the contract.
7. Contractually require each person with whom it contracts to perform as required in subparagraphs 1 - 7, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract and providing a certificate of coverage, the successful bidder is representing to the City that all employees of the successful bidder who will provide services will be covered by workman's compensation for the duration of the contract. Failure to comply with any of these provisions is breach of contract by the successful bidder which entitles the governmental entity to declare the contract void if the successful bidder does not remedy breach within ten (10) days after receipt of notice of breach from the City.

**Additional insurance is required.** The successful bidder shall obtain and maintain for the full term of the contract the following insurance minimums written by a company licensed to conduct business in the state of Texas.

Employer's Liability -	Bodily Injury by Accident - \$250,000 each accident
	Bodily Injury by Disease - \$500,000 policy limit
	Bodily Injury by Disease - \$250,000 each employee

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Broad 'Form Property Damage, Contractual Liability and Personal Injury.)

\$500,000 each occurrence  
\$1,000,000 annual aggregate

Products and Completed Operations

\$500,000 each occurrence  
\$1,000,000 annual aggregate

Comprehensive Automobile Liability:

Bodily Injury and Property Damage  
Combined Single Limit: \$1,000,000 "CSL" each occurrence

The successful bidder shall include the City of Longview and its officers, agents, employees and elected officers as additional insured on all required Comprehensive General Liability and Comprehensive Automobile liability Insurance policies. Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Longview by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Note: The State of Texas has a "Financial Responsibility Law". The Contractor shall be certain that coverage is provided which conforms to any specific stipulation in the law.

Awarded vendor must provide to the City of Longview a certificate of insurance meeting all insurance coverage requirements published in the bid document. The certificate shall show City of Longview as certificate holder and must be provided within 5 business days of notification of award.

**COPIES OF INSURANCE CERTIFICATES ARE REQUIRED WITH THE BID**

## SECTION IV - BID RESPONSE

I agree to meet the minimum requirements as set forth in these specifications and any documents attached for the total prices listed on the document below. I agree to perform these services as directed for the units and/or lump sum prices stated below. At any time during the term of the City's contract with the bidder, and subject to the applicable provisions of state law (including without limitation Section 252.048 of the Texas Local Government Code), the City may, in its discretion, increase or decrease the quantity of work to be performed under the contract (including without limitation by adding to or reducing the number of locations to be mowed). Each bidder must inform himself of the conditions relating to the mowing of each location as well as the equipment and labor needed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract.

LOCATION	PRICE PER CYCLE	# OF CYCLES	12 MONTH PERIOD	
<b>FIRING RANGE- 1400 Swinging Bridge Road</b>	\$	X	<b>34</b>	= \$

**Submittals: To be declared responsive and receive consideration for award the following items must be submitted with the bid;**

\_\_\_\_\_ **All pages of this document**

\_\_\_\_\_ **Insurance certificates**

\_\_\_\_\_ **References (3)**

\_\_\_\_\_ **Bid Affidavit**

\_\_\_\_\_ **Listing of all equipment used in the process of providing for this contract. Please provide pictures.**

**I have read and agree to the terms and conditions of this bid request.**

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
(print)

SIGNED \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

THE ASSIGNED HEREBY CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES TO FULLY COMPLY WITH REQUIREMENTS OF THIS BID INVITATION.

EXCEPTIONS, IF ANY

\_\_\_\_\_

**Addenda Acknowledgement:**

Bidder acknowledges receipt of all addenda that have been issued.

List Addenda numbers: \_\_\_\_\_

Signature: \_\_\_\_\_

## SECTION V - SCOPE OF WORK

**5.00 GENERAL:** It is the intent of this document to describe the services required for mowing, trimming, bullet shell casings removal (whether empty or live rounds), debris removal, and edging at the Firing Range located at 1400 Swinging Bridge Road, Longview, Texas for the purpose of receiving competitive bids. The City of Longview wishes to contract with experienced commercial grounds maintenance professionals who have a minimum of three (3) years experience in commercial mowing contracting in the East Texas area. Bidders shall provide with bid response a list of at least three (3) references for which commercial mowing services of the same type and to the same degree as required in this bid document were provided within the last three years. Failure to submit a list of qualified references may cause bid to be disqualified. The City reserves the right to contact any or all references prior to an award. The responses of references may be considered in assessing the reputation of the bidder and of the bidder's goods and services and the quality of the bidder's goods and services. In turn, these factors, in conjunction with the other factors listed in Section 2.44 of this ITB, may be considered by the City in determining whether the bidder provides goods or services at the best value for the City.

The cycles listed are for the purpose of estimating work and evaluation of bids. The City does not warrant all cycles will be required to maintain the property and reserves the right to add additional cycles or work as conditions or circumstances dictate. The City does not guarantee any number of mowing cycles. Each bidder must inform himself of the conditions relating to the mowing of each location as well as the equipment and labor needed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract.

The Purchasing Divisions solicits comments in regard to these specifications before date of closing. The final specifications will be binding on all bidders.

**PREBID MEETING: The City will conduct a pre-bid meeting September 28, 2016 at the Firing Range Site located at 1400 Swinging Bridge Road, Longview, Texas. Attendance is not mandatory.**

**5.01 DEFINITIONS:** The following words shall have the meanings ascribed to them below:

**Area Inspector** shall mean the duly authorized representative of City of Longview who will monitor the Contractor's progress, verify completion of tasks/cycles, and give direction in the project areas to which the Contractor is assigned.

**Contract Administrator** shall mean the Division Manager responsible for administration of the Contract.

**Debris/Bullet Shell Casings** shall mean trash, garbage, tree limbs, fragments, remains, ruins, rocks, rubble, or loose materials of any nature, bullet shell casings (whether empty or live rounds) which may detract from the appearance, safety, or use of the Property.

**Edging** shall refer to the vertical removal of any and all plant material, which encroaches over or onto sidewalks (both sides), curbs, steps, driveways, and pavement using a mechanical edger. Edges shall be vertical, minimum depth of one inch (1") and minimum width of one-fourth inch (1/4"). String trimmers may be used to maintain edged curb after the first initial cutting.

**Foreign growth** is defined as unwanted and unnatural growth of plants to include all weeds, vines, briars, and other noxious plants.

**Inclement weather** shall mean rainy weather, cold weather, or hot weather when the condition of the soil is such that the rutting of property, or when the conditions are such that there will be damage to vegetation, or when conditions are such that equipment operation will contribute to the pollution of the atmosphere or any weather condition that will not allow cutting of grass to be accomplished satisfactorily.

**Ditches** shall refer to low areas on our properties that drain to creeks or drains.

**Creeks** shall refer to low areas with constant water flow.

**Cycle** shall refer to each time period in the mowing schedule.

**Mulch areas** shall refer to those areas adjacent to trees, shrub beds, and other purposefully planted landscape areas in which all weed growth shall be removed. Mulch areas are non-mowing but subject to

litter removal.

**Ornamental trees** shall refer to as Crape Myrtles, Bradford pears, Yaupons, etc.

**Growing Season** shall mean March thru October of the calendar year.

**Scalping** shall refer to any action, which results in the mowing of any turf area below one and one half inches (1 ½") in height down to and including the soil.

**Shrub bed** shall mean any purposefully planted domestic, ornamental plant growth.

**Sucker growth** shall mean the incidental vegetative growth arising from the base and lower trunk areas, which are not essential to the overall well being of the plant.

**Trimming** shall refer to the cutting or removal of all plant material immediately adjacent to or under the structures, trees, poles, culverts, guardrails, concrete walls, walkways, driveways, manhole lids, tables, signs, fences, shrub beds, etc. using a string trimmer, Trimming shall also include removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways, parking lots and any other concrete surface within the right-of-way. Trimming is not required on the outside of property boundary fences.

**Work** shall refer to those landscaping and maintenance services required in this Agreement, including, but not limited to, mowing, trimming, edging, pruning, herbicide application, and litter removal as well as any other related services for the Property specified in this Agreement,

**Fence lines** shall refer to a stationary line dividing either a ball field from a walk area or the city of Longview's property and the property owner adjacent to ours. Fences will be made of materials such as wood, pipe, metal, concrete, etc...

**5.02 CONTRACTOR'S RESPONSIBILITIES:** Contractor will be required to mow, trim, edge, prune, debris and bullet shell casing (whether empty or live rounds) pick-up, and weed-eater cut ditches. The contractor shall provide all equipment and personnel necessary to accomplish a professional result with no scalping or damage to turf or ground cover. The Contract Administrator may authorize additional work or adjust work schedules in consideration of unusual weather or special events. Firing Range is a secure property, therefore, contractor will be required to contact City of Longview designated representative prior to each mowing cycle to obtain access to the location.

1. **Creeks and Ditches:** The Contractor will be responsible for mowing, weed eating, trimming, any low areas on the property, excepting creeks. The Contractor will be responsible for mowing as closely as possible to edges of creeks and trimming any overhanging or unsightly growth from steep or severe slopes adjacent to creeks.
2. **Damages:** The Contractor will be responsible for any damages incurred in the process of maintaining the properties. Any and all damages including but not limited to sprinkler system components, sidewalks, curbs, shrubs, trees, hedges, flowers, pots, glass windows, glass doors or other property damage as a result of the performance of lawn care task outlined shall be repaired or replaced within ten (10) days. Repairs are subject to the approval of the Police Department Representative and shall be at no cost to the City.
3. **Edging:** All sidewalks, curbs and steps must be mechanically edged to a one inch (1") depth and one-fourth inch (1/4") width where they exist using a metal blade exposing the concrete surface, the initial edging shall be completed by the end of the first maintenance cycle and all edges must be maintained through duration of the Agreement. Edging may be maintained with a string line trimmer after the first initial mechanically edged cut. The Contractor when edging shall use a vertical cut approach. All material dislodged by edging must be removed from the site prior to the Contractor or his work crew exiting such site. Sidewalks must be edged on both sides.
4. **Equipment:** The Contractor shall use the equipment, which is declared in the Contractor's bid document, or equipment of a comparable or higher quality for the performance of obligations under this Agreement. Mowing equipment shall be equipped with sharp blades so as not to tear but cleanly cut the blades of

grass. Additionally, Contractor shall maintain or have immediate access to adequate backup (reserve) equipment in order to sustain continuous operations in the event of equipment failure. The use of insufficient and/or inadequate machinery or equipment as determined by the Contract Manager or the Area Supervisor shall be deemed a breach of this Agreement. Bidders shall submit a list of all equipment in their current inventory to be used in the work covered by this contract and the location where that equipment is currently stored. Equipment may be a consideration of the award.

5. **Fence lines:** The Contractor is required where noted to trim both side of fences.
6. **Debris and Bullet Shell Casing Removal:** Contractor shall walk the property prior to mowing or performing any work to ensure grounds are free of bullet shell casings (whether empty or live rounds) and other debris. All fallen tree branches shall be removed before each mowing. Bullet shell casings shall be deposited in marked container; all other debris shall be disposed of by the Contractor. Contractor shall be responsible for landfill fees, if any, associated with the disposal of the debris. Any debris, mowed over, cut or broken during maintenance operations, shall be completely removed from the Property immediately and prior to proceeding with the maintenance of other areas. Contractor shall not utilize City trash cans or dumpsters for grass clippings, limb trimmings, tree branches, vines, or any lawn or grounds maintenance refuse.
7. **Mowing:** The grass shall be mowed to an approximate height of one and one-half inch (1-1/2") to two inches (2") each cycle (refer to each category for frequencies) during the growing season. Upon completion, a mowed area shall be made free of clumped grass and tire tracks or ruts from the mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of clippings on any paved surface such as sidewalks or driveways or on adjacent properties. Any material so discharged shall be removed immediately. Removal of cut grass from the ground areas where growth occurred will not be required. Cut grass and debris which falls or is thrown by equipment upon the sidewalks or adjacent properties through the action of the Contractor or his work crew shall be removed from the area prior to the exit of the Contractor or his work crew from the Property of the immediate work site.
8. **Personnel:** Contract shall provide personnel and insurance sufficient to accomplish the work according to deadlines. Each work crew provided by the Contractor shall have a designated person on the work site with the authority to respond to inquiries of the Contract Manager or Area Inspector about work details or priorities.
9. **Removal of debris:** The contractor will be required to remove rocks, pebbles, glass, and refuse that accumulate in the curb gutters by sweeping them into a catch pan and removing them from the site.
10. **Removal of weeds and unwanted plant growth:** All plant growth in cracks, seams and/or joints of paved areas such as sidewalks shall be cut down to the pavement surface during the completion of each maintenance cycle. All vines must be removed where they exist as a result of natural growth and not planted by intent as part of landscaping material, i.e., poison ivy, wild grape, Virginia creeper, etc. Contractor will remove all sucker growth from the bases and lower trunks of trees within the project area. Damages to trees or shrubs will be considered a breach of this Agreement and the Contractor shall be assessed for liquidated damages for the same.
11. **Trimming:** All structures, trees, poles, tables, signs, and fences are to be trimmed closely.

**5.03 ON DEMAND MOWING:** The successful Contractor(s) will be required to provide additional mowing cycles as a result of special events. The City will make every effort to give Contractor sufficient notice if additional cycles are required.

**5.04 PERFORMANCE MONITORING:** Performance will be monitored on a regular basis. City of Longview staff will report any unsatisfactory service to the Contractor's office and to the Purchasing office. Repeated unsatisfactory service will be grounds for termination of the Contract. Damage to property and failure to replace or repair damaged grounds or structures will be grounds for termination of the Contract.

**5.05 INDEPENDENT CONTRACTOR:** The Contractor(s) will operate as an independent contractor and not as an agent or employee of the City and shall control his operations at the work site and be solely responsible for the acts or omissions of his employees. No subcontracting without the written consent of the City of Longview is allowed.

**5.06 WORK SCHEDULE:** Both the Contractor and the City acknowledge that time is of the essence in this Agreement. Contractor shall perform all of the Work required herein on site during each maintenance cycle as denoted in the attached schedule. The Contract Administrator has the authority to cancel and/or add scheduled maintenance cycles, properties, and/or work required at any time. Such cancellation/additions shall be based upon need, prevailing weather conditions, and available funding. The Contractor shall be notified of any cancellation/addition at such time that the work order is requested for any maintenance cycle or at any other time thereafter as may be deemed appropriate by the Contract Manager. Any additional work shall be billed at the rates published in the bid documents. The Contract Administrator will require the Contractor to provide estimates of total cost prior to work being performed.

**5.07 REPORTING AND INVOICING:** All payments shall be for actual services rendered. Contractor will provide written confirmation of completion of each cycle, including service dates service location, total charges and describing any additional work that was authorized. Parks Department shall require written notification, email preferred, of each location as it is completed in order for them to conduct an inspection of each completed property. Contractor shall invoice the City Monthly for sites completed and inspected as of the date of invoicing. The City standard terms are net 30. No other terms will be accepted.

**5.08 INSTRUCTION FOR BIDDING:** Bidders are instructed to survey the site and calculate costs to satisfy themselves as to the expenses and complications of servicing the site. Indicate on the Bid Response Sheet, page 9, the price per mowing cycle. Multiply that number by the number of cycles (34) and total your bid. Carefully check you addition and multiplication. Errors or vague responses could cause your bid to be rejected.

The following chart is a summary of the number of cycles of service per year and approximate dates for cycles to be completed.

<b>FIRING RANGE</b>	<b>MOWING SCHEDULE - 34 CYCLES</b>	
OCTOBER – 1 <sup>st</sup> & 3 <sup>rd</sup> WEEK OF THE MONTH	2 CYCLES	INCLEMENT WEATHER. CITY MAY REQUEST ADDITIONAL MOWING FOR SPECIAL EVENTS.
NOVEMBER thru FEBRUARY – ONCE A MONTH (with 30 days minimum between mowings)	4 CYCLES	
MARCH – 2 <sup>nd</sup> & 4 <sup>th</sup> WEEK OF THE MONTH	2 CYCLES	
APRIL thru SEPTEMBER – ONCE A WEEK (with 7 days minimum between mowings)	26 CYCLES	
<b>TOTAL</b>	<b>34 CYCLES</b>	

**ATTACHMENT I  
LIST OF EQUIPMENT**

**List the equipment you currently own and use in the providing of the services described in this document. Please include photos of major equipment.**

## ATTACHMENT II

### REFERENCES

**List the clients for which you already provide services similar in scope to the services specified in this document.**

Each bidder shall provide a minimum of three (3) verifiable references in which the bidder has sold and maintained this or a similar product/service.

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Services provided \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Services provided \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Services provided \_\_\_\_\_

**ATTACHMENT IV**

**BID AFFIDAVIT**

All pages in offerer's bid containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the bid.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. Further the undersigned certifies to having read and understands the terms of this invitation. The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. Further the undersigned certifies to having read and understood the terms of this invitation. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_  
On this day personally appeared, who after being by me duly sworn, did depose and say:

"I, \_\_\_\_\_, am a duly authorized officer of/agent for \_\_\_\_\_  
and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship.

I hereby certify that the foregoing bid has not been prepared in collusion with any other offerer or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

I further certify that my answers to the following are true and correct:

RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas.  
YES \_\_\_\_\_ NO \_\_\_\_\_

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Longview, State of Texas. YES \_\_\_\_\_ NO \_\_\_\_\_

NON-RESIDENT CERTIFICATION: Our principal place of business is \_\_\_\_\_ (give state).

Name and Address of offerer:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Telephone Number \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**SUBSCRIBED AND SWORN** to before me by the above-named

\_\_\_\_\_ on this the \_\_\_\_\_ day of, 20\_\_\_\_\_  
(name of Notary)

**Notary Public** in and for the State of \_\_\_\_\_

## ATTACHMENT V

### NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

<http://www.ethics.state.tx.us/> or at 1-512-463-5800.

Please remit the CIQ form with your bid.

Thank you.

# CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

## For Vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84<sup>th</sup> Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7<sup>th</sup> business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed Questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes  No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 8/7/2015

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a)**: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B)**:

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or  
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);  
(B) that the vendor has given one or more gifts described by Subsection (a); or  
(C) of a family relationship with a local government officer.

# Police Firing Range

## Legend

 Mow Area

0.90  
ACRES