

AGREEMENT RELATING TO SHERIFF RANGE REHABILITATION (PD 17-18.077)

THIS AGREEMENT is made and entered into and between Escambia County, a political subdivision of the State of Florida, with a principal address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Action Target, Inc., a foreign for-profit corporation, FEI/EIN 26-2492705, with a principal address of 3411 South Mountain Vista Parkway, Provo, Utah 84606 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County issued a Request for Information (P.D. 17-18.077) seeking a contractor to furnish and install a *Total Containment Trap* compatible with the target system that is being installed as part of the Sheriff's range rehabilitation project; and

WHEREAS, in response to the solicitation, Contractor submitted a proposal demonstrating that the Contractor is the sole source of the equipment meeting the specifications required for the project; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such work as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

Section 2. Scope of Work. Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner furnishing and installing a *Total Containment Trap* and related equipment compatible with the target system that is being installed as part of the Sheriff's range rehabilitation project in accordance with the scope of work as outlined in Escambia County's *Request for Information, "Sheriff Range Rehabilitation Target System" Specification No. P.D. 17-18.077*, attached hereto as **Exhibit A** and as further described in the Contractor's submittal, attached hereto as **Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced in this Agreement and this Agreement, the terms of this Agreement shall prevail.

Section 3. Contract Amount. In exchange for Contractor's provision of the scope of services referenced in Section 2 above, County shall pay Contractor an amount not to exceed **\$668,260.00**, hereinafter referred to as the "Contract Amount," for all work performed pursuant to this Agreement.

Section 4. Method of Payment.

4.1 Contractor may request payment from County by the submission of properly executed original invoices. Invoices shall reflect the amount due and owing for the value of work performed pursuant to the Agreement with appropriate supporting documentation. Invoices shall be submitted in duplicate to the following:

Clerk of the Circuit Court

Attn: Accounts Payable
221 Palafox Place
Pensacola, Florida 32502

4.2 Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the work, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

4.3 The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Schedule for Completion; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Agreement. Payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.4 All payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. Completion. Upon receipt of written notice that the work is ready for final inspection and acceptance, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Agreement, shall issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance found to be due the Contractor is due and payable.

Section 6. Warranty.

6.1 Contractor shall fully warrant all equipment furnished pursuant to this Agreement against any defect in materials and/or workmanship for a period of one (1) year from the date of delivery/acceptance by the County. Should any defect in materials or workmanship appear during the warranty period, the awarded vendor shall repair or replace same at no cost to the County upon receiving written notice from the County.

6.2 Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the work performed pursuant to this Agreement.

Section 7. Defective Work.

7.1 Work not conforming to the requirements of the Agreement shall be deemed defective work. If required by County, Contractor shall, as directed, either cure all defective work, whether or not fabricated, installed or completed, or if the defective work has been rejected by County, remove it from the site and replace it. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

7.2 If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

7.3 If any portion of the work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

7.4 Should the County determine, at its sole opinion, it is in the County's best interest to accept defective work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective work, incorporating the necessary revisions in the Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

7.5 If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the project site(s), take possession of all or any part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the project site(s) and incorporate in the work all materials and equipment stored at the project site(s) or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the project site(s) as may be necessary to enable County to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Agreement, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Section 8. Termination. This Agreement may be immediately terminated for cause by County or terminated for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County.

Section 9. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 10. Insurance.

10.1 The Contractor is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
- (c) Florida statutory Workers' Compensation.

10.2 It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

10.3 Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

10.4 The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Section 11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Action Target, Inc.
Attention: Michael Birch
3411 S. Mountain Vista Pkwy.
Provo, UT 84606

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

Section 13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

Section 14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County

**Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

Section 15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

Section 16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

Section 17. Assignment of Agreement. 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. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

Section 18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

Section 19. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

Section 20. Bonds.

20.1 Contractor shall provide at its expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

20.2 If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

20.3 Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY: Escambia County, Florida, a political subdivision of the State of Florida

Witness: _____

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: _____

CONTRACTOR: ACTION TARGET, INC.

ATTEST:

By _____
Michael Birch, CEO

Date: _____

[SEAL]

Approved as to form and legal sufficiency

By/Title: [Signature]
Date: 9/26/18

ESCAMBIA COUNTY FLORIDA

REQUEST FOR INFORMATION

**Sheriff Range Rehabilitation Target System
Solicitation Identification Number PD 17-18.077**

**Information Requests Will Be Received Until:
2:00 p.m. CDT, July 19, 2018**

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners

Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson IV

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:

Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.
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SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).



Escambia County Florida
REQUEST FOR INFORMATION
Responders Checklist
SHERIFF RANGE REHABILITATION TARGET SYSTEM
Solicitation Identification Number PD 17-18.077

How to Submit Your Response

- Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete responses are not acceptable. All documents and submittals must be received by the office of purchasing on or before date and hour specified for receipt. Late responses will be returned unopened.

The Following Documents Shall Be Returned With Response:

- Information Response

How to Submit a No Response

- If you do not wish to respond at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your response. Do not return with your response.

I. INTRODUCTION

A. Purpose

The County has identified a target system to be used a part of the Sheriff's Range Rehabilitation. The County is seeking additional products that can meet the specifications included herein.

OUTDOOR TOTAL CONTAINMENT TRAP (TCT) - (HEAVY DUTY MODULAR BULLET TRAP AND CONTAINMENT SYSTEM

A. Basis of Design

Acceptable product shall be a Total Containment Trap (TCT) by Action Target or equivalent.

B. Construction:

1. The bullet trap and containment system shall be a self-supporting, self-contained bullet backstop and containment unit of steel plate construction for heavy use on both indoor and outdoor high-volume ranges.
2. The trap plate layout shall employ a sloping funnel design with 3 top and 5 bottom impact plates (preferred) or 4 top and 4 bottom impact plates constructed of $\frac{3}{8}$ " thick steel with a mill certification of AR500.
3. The bullet trap and containment system shall be fully modular such that it may be assembled on-site or disassembled and moved.
 - a. Assembly shall not require "permanent" connection means such as welding, riveting, etc.
 - b. All modular components shall be completely prefabricated for simple assembly on site and shall not require cutting of materials or other sizing operations.
 - c. All modular components shall be small enough to be carried through a standard 36"-wide doorway.
4. Trap plates shall be blasted and prepared to be in compliance with painting specification SP 6.
5. No trap plates shall be subjected to flame cutting (oxygen fuel cutting, such as acetylene, propane or MAPP gas, etc.). All ballistic plate cutting must be done on computer-controlled plasma equipment.
6. No welding shall be permitted on impact plates.
7. No impact plate may be constructed of permeable or flammable materials such as rubber, wood, plastics, etc.
8. All primary impact plates shall be arranged such that a bullet fired straight into the trap shall impact the plate at an angle of no greater than 16 degrees.
9. Vertical joints that connect modular components shall not be located at or near the front edge of the trap and shall occupy no more than 6% of the total aperture height of the trap.
10. All surfaces facing shooters shall be constructed of steel with a mill certification of AR500.
11. Joints shall have no exposed bolt heads.

12. Trap shall require no prior construction or site preparation other than a flat concrete pad with a prepared trench.
13. The trap shall be fully self-supported with an appropriate concrete pad (concrete pad by others).
14. Deflectors shall be installed on all blunt or joined surfaces and facing the firing line in order to deflect the bullet into the trap and reduce the possibility of ricochet.
15. The trap shall include a rib crimp style steel roof situated no more than 4" above the trap support structure and covering the entire area occupied by the trap with at least 1 ft. on each side of the trap and 3 ft. on the rear of the trap.
 - a. The roof shall be watertight, protecting the trap and service area from precipitation.

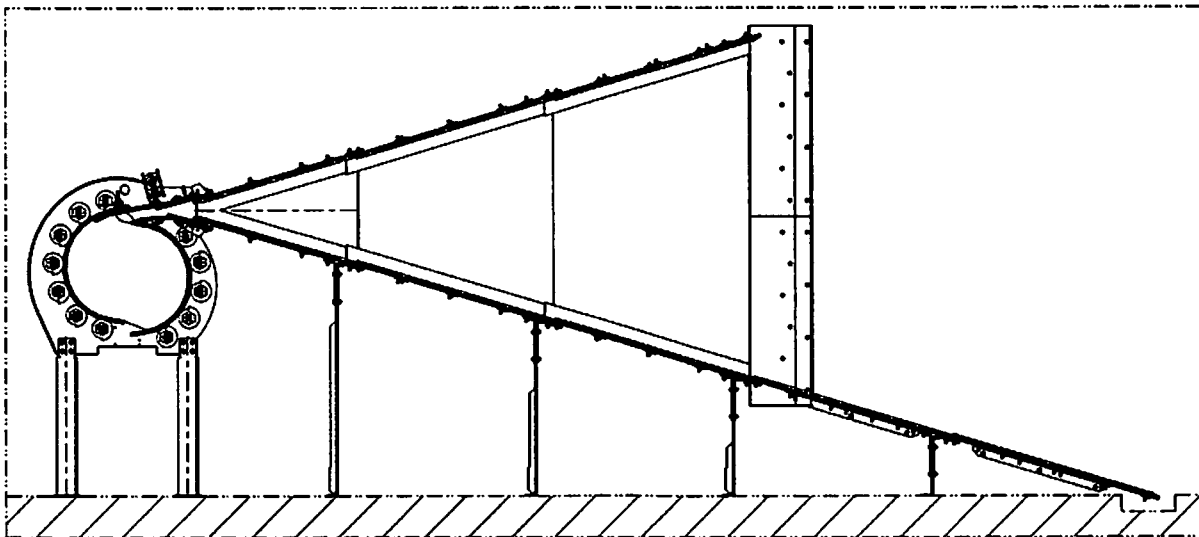


FIGURE 1: 3X5 TRAP PLATE LAYOUT

16. The material of the chamber impact plates shall be mill certified AR500 steel with a thickness of $\frac{3}{8}$ ".
17. Containment chamber is of single-piece construction that is fully welded and airtight.
18. Deceleration chamber shall consist of multiple bent or multiple individual surfaces at angles that decelerate and break down the bullet.

C. Performance Requirements:

1. Trap shall utilize steel impact plates to direct the bullet into an enclosed, sealed, and fully shielded chamber that safely captures the bullet and removes its velocity.
2. Deceleration shall occur in free air and not in any other medium such as rubber, water, etc. Trap shall not require the use of or introduce any chemical media such as oils, anti-freezes, chlorine, etc.
 - a. Trap shall not introduce any substance that is EPA regulated, e.g. ethylene glycol and antifreeze.

- b. Trap shall not introduce any substance that might act as a solvent for spent bullets or their by-products, e.g. water, which can be a solvent for some frangible materials.
3. The inside of the chamber shall be readily accessible for inspection without requiring removal of any kind of internal deceleration medium such as rubber, sand, or water, etc.
4. Bullet components that have lost their momentum shall be directed into a series of D.O.T. approved canisters.
 - a. Removal of contained lead shall not require any process such as scooping, pouring, shoveling, sifting, etc. that would disturb the settled state of the lead and lead particulates.
5. Trap impact surfaces shall be UL 752 compliant and carry an ATI Class 2 rating (rifle rated).
 - a. Trap impact surfaces shall carry an ATI Class 2 rating when fired into at a point blank range from the front aperture. See Tables 1 and 2 below for included calibers in this rating*.
6. Trap shall be able to capture a .50 BMG round when shot from 25 yards or farther from the mouth**.

TABLE 1: ATI CLASS 1 AND 2 BALLISTIC RATING PARAMETERS

Rating	Ammunition	Max	Max	Compliance
ATI Class 1	Pistol	1,485 fps	1,175 ft/lbs	Meets or exceeds UL 752 Level 3 standards
ATI Class 2	Rifle	3,388 fps	3,600 ft/lbs	Meets or exceeds UL 752 Level 5,7,8,9 &10 standards

TABLE 2: TYPICAL PISTOL AND RIFLE AMMUNITION

Typical Pistol Ammunition*			
Caliber	Cartridge Type	Max Velocity	Max energy
9mm	124gr FMJ	1,293 fps	460 ft/lbs
.357	158gr JSP	1,375 fps	663 ft/lbs
.40	180gr TMJ	1,000 fps	400 ft/lbs
.45	230gr TMJ	845 fps	365 ft/lbs
.44 mag	240gr SWC	1,485 fps	1,175 ft/lbs
Typical Rifle Ammunition*			
.22LR	40gr HP	1,260 fps	141 ft/lbs
5.56	55gr FMJ	3,388 fps	1,402ft/lbs
7.62	150gr FMJ	3,025 fps	3,048 ft/lbs
.308	150gr SPTZ	2,900 fps	2,800 ft/lbs
30:06	180gr SPTZ	2,900 fps	3,360 ft/lbs
300 Win.	190gr BTHP	2,900 fps	3,548 ft/lbs

* The above listed ammunitions are for demonstration purposes only. Certain ammunitions may fall outside stated safety ratings and should be used at user's risk.

**** .50 BMG must be fired from at least 25 yards from the trap mouth. .50 BMG must not be fired from a fixed position. .50 BMG use will significantly decrease wear life of the trap. Damage due to .50 BMG use will not be covered under warranty.**

Power-90 Turning Targets

A. Basis of Design:

Acceptable product shall be "Power-90" by Action Target.

B. Performance Requirements:

- 1. The actuator shall hold a cardboard type target which has two positions, frontface and edge, and shall be capable of turning quickly from any one position to any other position.**
- 2. The actuator must be rated for severe weather conditions. It must be able to withstand submersion in water and operate in submerged conditions.**
- 3. Turning times may be easily adjusted, using a screwdriver, without opening the unit.**
- 4. Actuator shall contain the means to fully control turning time from edge to face. The range of control shall be from less than 0.5 seconds and up.**
- 5. Actuators shall not require the use of tools to make air connections. Rather, all air connections shall be quick-connect, push-in air fittings for use with flexible air tubing. No rigid internal air carriers may be used.**
- 6. Actuators shall be capable of independent or tandem operation.**
- 7. Actuator shall have the ability to develop at least 31.0 ft-lbf of torque.**
- 8. Actuator shall consume no more than 5.5 cubic inches of air per actuation. Total compressor power required for typical range installation not exceed 2 Hp.**
- 9. Actuator shall be totally field repairable such that a complete field rebuild operation may be accomplished quickly by standard range personnel (without any special skills) using standard hand tools, such as a socket wrench, screw gun and screwdriver, and not require the use of power tools, such as impact wrenches, (both air and electric) and electric drills.**
- 10. The actuator shall connect to a computer to allow multiple units to operate in a pre-programmed scenario or as an option, a push-button controlled wireless interface with the ability to run pre-programmed scenarios wirelessly.**
- 11. The mechanism shall be protected from splatter at all angles and shall inherently protect tubing and control wires running inside. Actuator shall provide standard ½" conduit interface from the bottom or rear of unit.**

C. Construction

1. All inner parts (hoses, piston, and access ports) shall be covered by a hot-dipped, galvanized, removable housing to protect all components.
2. All impact surfaces shall be separate from the actuator and shall be replaceable.
3. Actuator shall contain no electronic components (semi-conductors) whatsoever and shall not require electrical power to operate.
4. Option: target system must be capable of using an electrical signal for electric triggering and pneumatic operation.
5. All steel surfaces must be sandblasted and be in compliance with painting specification SP-6.

Options

- A. Actuator may be attached to a flat concrete surface such that no special forming or berming is required for its installation.
- B. Actuator may be completely self-standing.
- C. In addition to the standard concrete mounting interface, there shall be available a portable interface allowing the unit to operate on asphalt, gravel or unimproved surfaces.
- D. Actuator must have the capability of being mounted and operating inverted without changes being made to the actuator or the mounting brackets.

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to submit product designs to be considered shall submit one (1) hard copy and one (1) electronic copy of your firms Response that details the entity's interest. It is not necessary for the entity to submit a detailed proposal; however, the letter should be specific enough to include but not be limited to:

1. Manufacturer and availability of the product
2. Product literature, outlining the operation of the system
3. Contact information:
 - i. Name
 - ii. Address
 - iii. Phone Number
 - iv. Email Address

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.077, "Sheriff Range Rehabilitation Target System", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/responders/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/responders/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Procurement Questions

Procurement questions may be directed to Paul R. Nobles, CPPO, CPPB, FCCM, FCN, Purchasing Manager, Telephone#: (850) 595-4918, Fax#: (850) 595-4806, email: prnobles@myescambia.com.



Action Target Inc. Box 636, Provo, UT 84603-0636 801-377-8033 FAX: 801-377-8096

Escambia County Sheriff's Office

Pensacola, FL 32523-8770

Quotation: 113029 By: Aaron Ludwig Printed: 2018-Sep-24

Included Items:

- | | | |
|---|--|------------|
| 1 | High Power Total Containment Trap (TCT-4D) | 550,000.00 |
| | -Thirty-six (36), 4' lanes. 150' wide total | |
| | -Constructed of 3/8" AR500 steel | |
| | -Suspended from overhead structure (included) | |
| | -Galvanized protective roof | |
| | -Canister lead collection system | |
| | -Factory installation | |
| 1 | Power-90 Turning Target System | 100,000.00 |
| | -Thirty-six (36) 90 degree turning targets | |
| | -Can be individually controlled or in unison | |
| | -Lap-top computer with SmartRange 2000 operating software | |
| | -Air Command wireless control | |
| | -Air compressor, air dryer, and all necessary hardware | |
| | -Factory installation | |
| 1 | Option - Protective Roof Ferring Plate | 5,800.00 |
| | -AR500 steel ferring for ballistic protection of roof panels | |
| 1 | Performance and Payment Bond | 12,460.00 |

Total 668,260.00

Payment Terms:

PO with Milestones

Shipping Terms:

Ground

Installation Terms:

Factory Installation

Terms and Conditions:

You must reference the Order Number above on your purchase order to secure best price. Action Target



reserves the right to adjust installation costs based upon the actual site conditions encountered. Unless explicitly itemized, price does not include taxes, bonds, fees, assessments, licenses, mandatory wage requirements or other regulatory costs which may be applicable to the job site.

Comments:

BID EXCLUSIONS:

- Concrete support pad
- Concrete pad depth calculation
- Underground conduit runs for wiring and hoses
- Housing for air compressor, system electronics, and lap-top (shed/tower)
- Ballistic knee-wall
- Any applicable taxes (assumed tax exempt)
- Electrical requirements

Use or Disclosure Statement: Any and all information and data contained herein is the property of Action Target Inc (ATI); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.