

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

CONSTRUCTION SERVICES FOR SHERIFF RANGE REHABILITATION

SPECIFICATION NUMBER PD 17-18.102

BIDS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, October 25, 2018

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

A Mandatory Pre-Solicitation Conference will be held at the Sheriff Range, end of Range Road (past 13009 Beulah Road/Perdido Landfill), Cantonment, FL 32533 on October 16, 2018 11:00 a.m. CDT. Bids received from any firm(s) not attending a mandatory pre**o**t **attending a mandatory pre-solicitation conference will be returned unopened.**

Board of County Commissioners

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

**From:
Paul R. Nobles
Purchasing Manager**

Assistance:

Paul Nobles CPPO, CPPB, FCN, FCCM
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4918
Fax: (850) 595-4805

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.

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.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

(a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

(b) "Local Business" Defined:

For the purposes of this section, "local Business" shall mean a business which meets all of the following criteria:

- (1)** Has had a fixed office or distribution point located in and having a street address with Escambia County or Santa Rosa County for at least one year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address.
- (2)** Holds any business license required by Escambia County or Santa Rosa County; and
- (3)** Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

(c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

(d) Preference in purchase of commodities and services by means of competitive bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five (5) percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five (5) percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four (4) percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

(e) **Notice:**

All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) **Waiver of the application of local preference:**

The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) **Limitations:**

- (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
- (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
- (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
- (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

(h) **Penalties:**

(1) Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the county will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

(2) Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

(3) Lack of Good Faith:

The contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the contractor or firm did not act in good faith, all amounts paid to the contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference “for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
CONSTRUCTION SERVICES FOR SHERIFF RANGE REHABILITATION
SPECIFICATION PD 17-18.102**

HOW TO SUBMIT YOUR BID:

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.
- * *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER, AND BID FORMS, ALL WITH ORIGINAL SIGNATURES. PHOTOCOPIES OF THESE FORMS WILL NOT BE ACCEPTED.
- BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID:

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS."
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, CONSTRUCTION SERVICES FOR SHERIFF RANGE REHABILITATION, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- PAYMENT AND PERFORMANCE BONDS

**THIS FORM IS FOR YOUR CONVENIENCE
TO ASSIST IN FILLING OUT YOUR BID ONLY.**

DO NOT RETURN THIS FORM WITH YOUR BID.

**CONSTRUCTION SERVICES FOR SHERIFF RANGE REHABILITATION
PD 17-18.102**

TABLE OF CONTENTS

**Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (** Double Asterisk) should be returned with Offer.**

	<u>Page</u>
Solicitation, Offer, and Bid Form *	3
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	7
Drug Free Workplace Form **	9
Information Sheet for Transactions and Conveyances Corporation Identification **	10
List of General Terms and Conditions (Incorporated by Reference)	12
Special Terms and Conditions	14
Scope of Work / Standard Form Contract (Incorporated by Reference and revised as indicated within the solicitation)	20

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND BID FORM

SUBMIT OFFERS TO:

Paul R. Nobles, CPPO, CPPB

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4953 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Construction Services for Sheriff Range

Rehabilitation

SOLICITATION NUMBER: PD 17-18.102

SOLICITATION

MAILING DATE: October 8, 2018

PRE-BID CONFERENCE: A Mandatory Pre-Solicitation Conference will be held at the Sheriff Range, end of Range Road (past 13009 Beulah Road/Perdido Landfill), Cantonment, FL 32533 on October 16, 2018 11:00 a.m. CDT. **Bids received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CDT, October 25, 2018** and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

Bid Form

Construction Services for Sheriff Range Rehabilitation

Bid Total

\$ _____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (*Sec. 46-110.-Local Preference in Bidding*).

Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority

Document Number _____

Occupational License No. _____

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration _____

Expiration Date: _____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox ___

County Permits/Fees required for this project:
Permit _____ Cost _____

Bidder: _____

By: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone _____

Fax _____

E-Mail Address: _____

Person to contact for emergency service:

Phone _____

Cell _____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of (5%) of bid.

The work shall be substantially completed within **Ninety (90)** calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above within **One Hundred Twenty (120) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of \$1,000.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Purpose

The Escambia County requests bids for the shooting range rehabilitation and target system upgrade project to be developed for the existing Sheriff Range located at the Perdido Landfill in Beulah, Florida. Contractor shall provide/perform lead removal of existing dirt berm projectile trap at both the pistol and rifle ranges, lead removal of the existing parking lot, design and construction of a new wooden retaining wall along both the existing ranges limits, upgrade of existing lighting to LED fixtures, installation of additional lighting on the rifle range, site preparation for the install of the new target system and projectile containment trap to include concrete pads, relocation of existing pistol target system to the rifle range, installation of conduit for controls of both target systems, grading of both sites to ensure proper drainage of both ranges, the removal and reinstall of firing line sidewalks as needed, preparation of two concrete slabs for future observation facilities, restabilization of all disturbed areas, coordination with Target System Manufacturer for the install and activation of new system and the installation of a milled asphalt driveway and parking area to the rifle range.

This project will need to be constructed during the scheduled down time for operations of December 1, 2018 through March 1, 2019.

Included in this request are the overall existing site plan, the proposed layout of the improved site and the specifications for the target and bullet containment system.

Staff is available to coordinate with potential vendors to visit the site prior to submittal of quotations.

Licenses/Certifications:

General Contractors License
Underground Utilities License

affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____
(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

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

Check one:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,

In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <https://myescambia.com/our-services/purchasing>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL: <http://dos.myflorida.com/sunbiz/search/>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

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).

Instructions to Offerors

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 17-18.102, "(Construction Services for Sheriff Range Rehabilitation)", 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 Construction Services for Sheriff Range Rehabilitation.

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/proposers/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/proposers/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 non-employee 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. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Questions**

Questions may be directed Paul Nobles CPPO, CPPB, FCN, FCCM, Purchasing Manager. Phone: (850) 595-4918, e-mail: prnobles@myescambia.com. Last day for questions 5:00 p.m. CDT, October 22, 2018.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A Mandatory Pre-Solicitation Conference will be held at the Sheriff Range, end of Range Road (past 13009 Beulah Road/Perdido Landfill), Cantonment, FL 32533 on October 16, 2018 11:00 a.m. CDT. **Bids received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

7. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of \$1,000.00 for each calendar day of delay that actual completion extends beyond

the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

8. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

11. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

12. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

13. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

14. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

15. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

16. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

17. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to

meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

18. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

19. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

21. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Paul Nobles CPPO, CPPB, FCN, FCPM, FCCM, Purchasing Manager
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. 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 made. 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.

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at www.co.escambia.fl.us/purchasing, must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

Agreement Declaration (Revised as indicated by asterisk)

- Section 1 *B. Four (4) sets of contract documents
- Section 2
- Section 3
- Section 4
- Section 5 *A. Substantially Complete in 90 calendar days
Fully Complete and ready for Final Inspection in 120 calendar days
*B. Liquidated Damages at \$1,000.00 for each calendar day
- Section 6
- Section 7 *A. Public Works/Engineering Department
3363 West Park Place
Pensacola, FL 32505
Attn: Cooper Saunders
- Section 8
- Section 9
- Section 10
- Section 11
- Section 12
- Section 13

Exhibits (Revised as indicated by asterisk)

- A. General Terms and Conditions
 - *4.4 **Four (4)** copies of each Application for Payment
 - *21.1 **Two (2)** year(s) after final completion
- B Form of Performance and Payment Bond
- C Insurance and Safety Requirements

EXHIBIT H

Construction Services for Sheriff Range Rehabilitation SPECIFICATION PD 17-18.102

TECHNICAL SPECIFICATIONS

Action Target Specifications

Equipment already purchased by Escambia County for installation.



BID REQUEST SPECIFICATIONS

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.

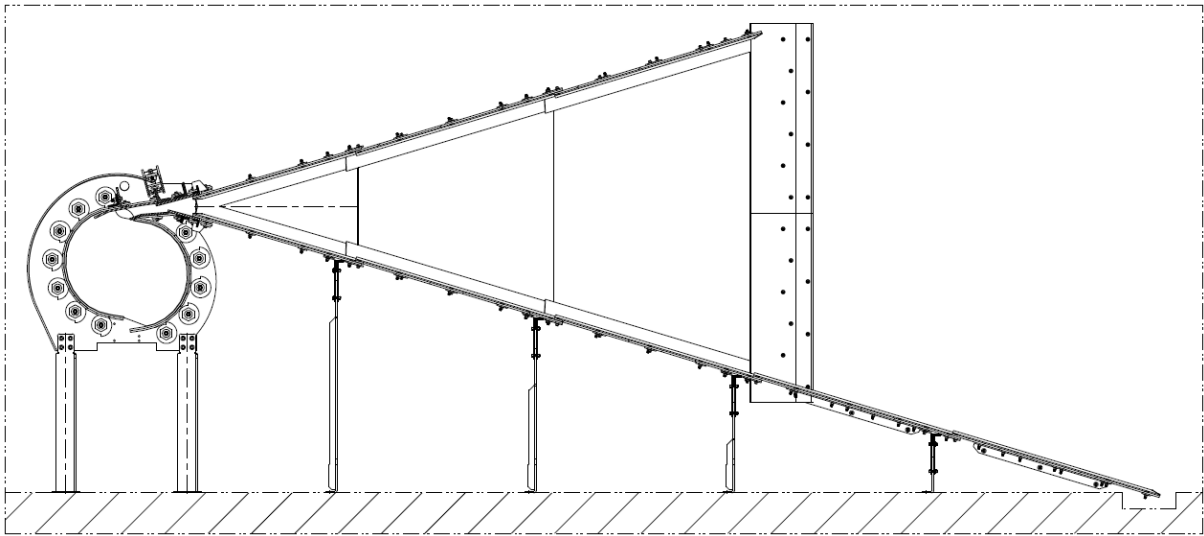


FIGURE 1: 3X5 TRAP PLATE LAYOUT

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**.



BID REQUEST SPECIFICATIONS

TABLE 1: ATI CLASS 1 AND 2 BALLISTIC RATING PARAMETERS

Rating	Ammunition	Max Velocity	Max energy	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.

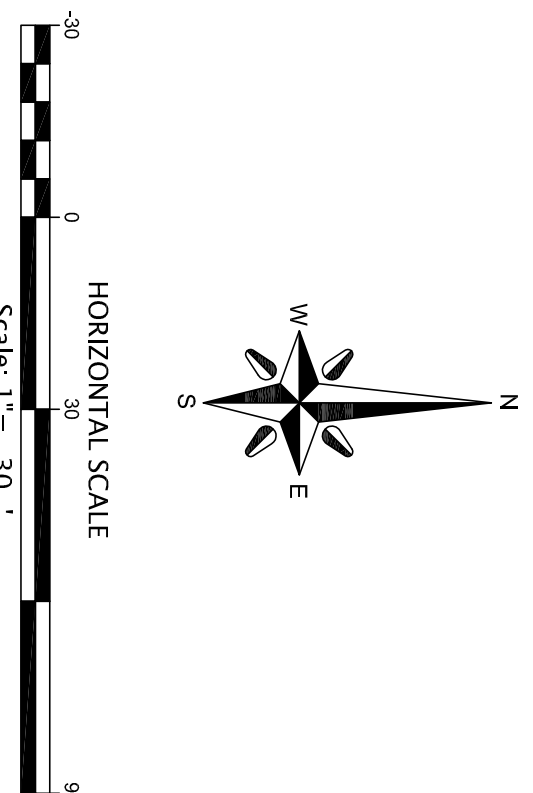
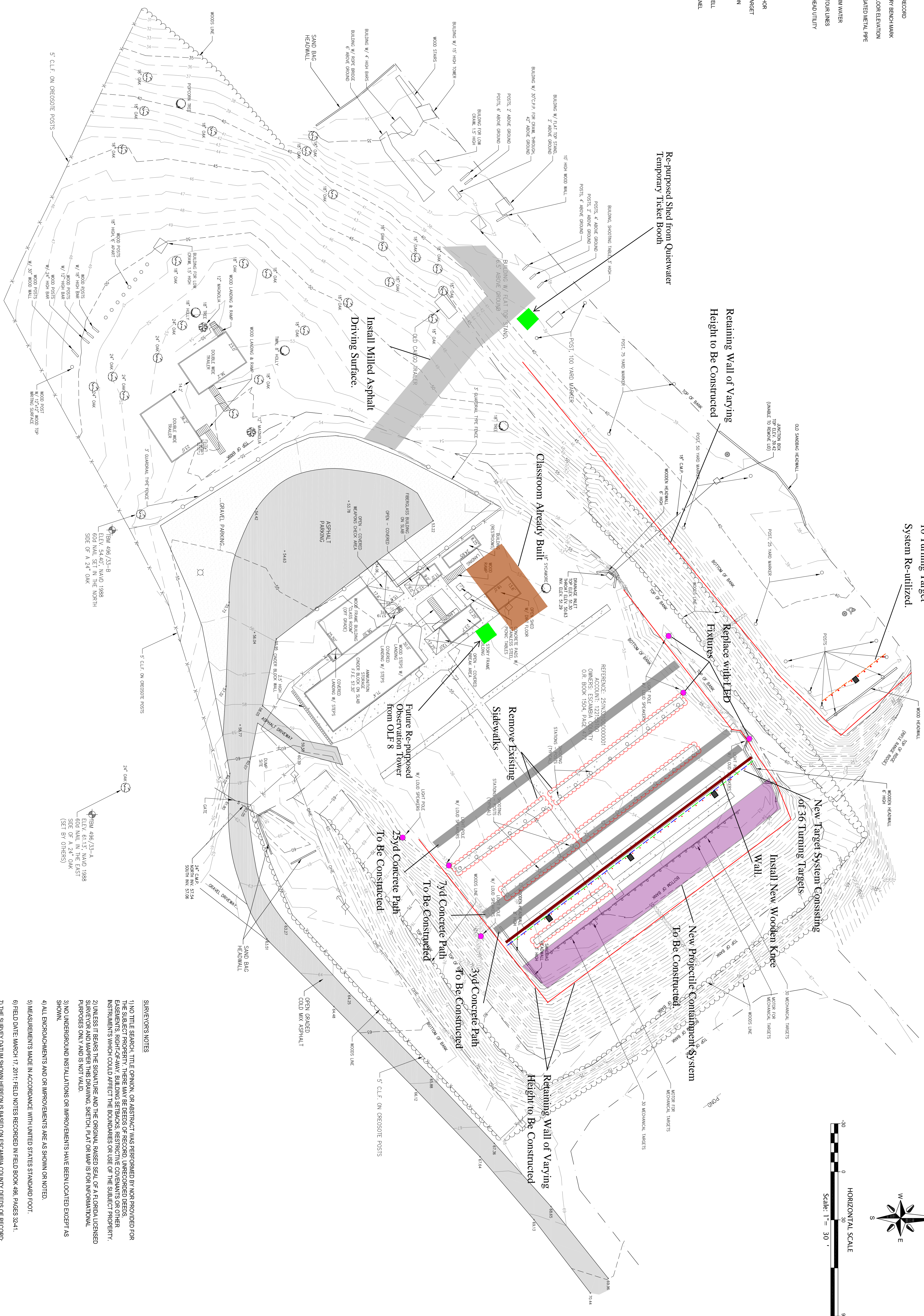
EXHIBIT I

Construction Services for Sheriff Range Rehabilitation

SPECIFICATION PD 17-18.102

DRAWINGS & PLANS

- LEGEND:**
- OR - OFFICIAL RECORD
 - TBL - TEMPORARY BENCH MARK
 - F.F.E. - FINISH FLOOR ELEVATION
 - C.A.P. - CORRUGATED METAL PIPE
 - ASPHALT
 - DEPOSITS STORM WATER
 - DEPOSITS OVERHEAD UTILITY
 - DEPOSITS OVERHEAD UTILITY
 - WATER METER
 - WATER VALVE
 - POWER POLE
 - GUY WIRE ANCHOR
 - MECHANICAL TARGET
 - X.000 - SPOT ELEVATION
 - FIRE HYDRANT
 - MONITORING WELL
 - ELECTRICAL PANEL
 - LIGHT POLE



- SURVEYOR'S NOTES**
- 1) NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, INTERESTS, OR CLAIMS THAT AFFECT THE BOUNDARIES OR INTERESTS IN THE PROPERTY. INSTRUMENTS WHICH SHOULD AFFECT THE BOUNDARIES OR INTERESTS IN THE PROPERTY, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL, RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
 - 2) NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
 - 3) ALL ENCROACHMENTS AND OR IMPROVEMENTS ARE AS SHOWN OR NOTED.
 - 4) MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT.
 - 5) FIELD DATE: MARCH 17, 2011; FIELD NOTES RECORDED IN FIELD BOOK 498, PAGES 32-41.
 - 6) THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD, ESCAMBIA COUNTY PROPERTY APPRAISERS MAPS, AND EXISTING FIELD MONUMENTATION.
 - 7) NORTH IS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH AMERICAN DATUM 8396L.
 - 8) BENCHMARKS AND ELEVATIONS SHOWN HEREON ARE REFERENCED TO ESCAMBIA COUNTY NO. 3033, (USC & GS) '9 302, 1888' ELEVATION 118.27' NAVD 1888.
 - 9) NO BOUNDARY SURVEY WAS PERFORMED FOR THE PURPOSES OF THIS TOPOGRAPHICAL SURVEY.

**ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505**

DRAWN BY: M. KIRKLAND	FIELD DATE: MARCH 17, 2011	SECTION-TOWNSHIP-RANGE: 25-1N-32W	APPROVED BY:	DATE:
DESIGNED BY:	DRAWING DATE: MARCH 30, 2011	FIELD BOOK PAGE: 496 32-42	REGISTERED FL. ENGINEER NO.:	PROFESSIONAL SURVEYOR AND MAPPER NO.:
CHECKED BY: R.S.C.			6049	6049

The survey shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Date: _____
 R.S. Colocado, Professional Surveyor and Mapper No. 6049 State of Florida
 REVISIONS: _____ DATE: _____



**PERDIDO LANDFILL
SHOOTING RANGE**

MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT	PROJECT NO. 20110228	DISTRICT FIVE
DRAWING FILE LOCATION: L:\Drafting\PP\Perdido_Landfill\20110228\dwg\SHOOTING RANGE		
TYPE OF SURVEY: TOPOGRAPHIC		
DRAWING NUMBER: L-4898		
SHEET 1		
OF 1		