

*Fayette*  
COUNTY

"WHERE QUALITY  
IS A LIFESTYLE"

**PURCHASING DEPARTMENT**  
140 STONEWALL AVENUE WEST, STE 204  
FAYETTEVILLE, GEORGIA 30214  
PHONE: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

April 26, 2016

**Subject: RFP #1112-P, Target System for Outdoor Shooting Range**

Dear Sir or Madame:

Fayette County, Georgia seeks a qualified firm to provide and install a target system at a new outdoor multi-purpose shooting range to be operated by the Sheriff's Office. You are invited to submit a proposal in accordance with the specifications and information contained herein. All required information shall be included with your proposal.

Please address questions and inquiries concerning this request for proposals or the specifications in writing to Trina C. Barwicks, Contract Administrator of Purchasing, 140 Stonewall Avenue West, Suite 204 in Fayetteville, Georgia 30214 from 8:00AM to 5:00PM. She may be reached at phone (770) 305-5420, fax (770) 719-5515 or email at [tbarwicks@fayettecountyga.gov](mailto:tbarwicks@fayettecountyga.gov). Any deviations from this procedure for questions or information pertaining to this request for proposal may result in your proposal being rejected.

Be sure to include the proposal number and reference along with your company's name and address on the **sealed** envelope in which the proposal is returned. Proposals are to be submitted to:

Fayette County Purchasing Department  
140 Stonewall Avenue West, Suite 204  
Fayetteville, Georgia 30214  
Proposal: **#1112-P**  
Reference: **TARGET SYSTEM FOR OUTDOOR SHOOTING RANGE**

Proposals will be received at the above address until 3:00pm, Tuesday, May 10, 2016 in the Purchasing Department, Suite 204. Proposals will be opened at approximately 3:00pm, Tuesday, May 10, 2016 and the names of the companies that responded will be read. Proposals must be signed to be considered. Late proposals will not be considered. Faxed/Emailed proposals will not be considered.

Please contact Trina C. Barwicks, Contract Administrator at (770) 305-5420 or by email at [tbarwicks@fayettecountyga.gov](mailto:tbarwicks@fayettecountyga.gov) for an appointment to access the location, if needed.

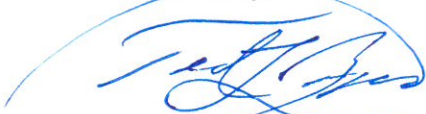
If this request for proposal is downloaded from our web site, it is the responsibility of the individual or company that downloads this request for proposal to continue to check the Fayette County web site for any addenda that might come out for this request for proposal and are posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the request for proposal to a company or individual, we will keep a record of who we mailed that request for proposal to and all addenda for that request for proposal will also be mailed to those companies or individuals.

Note: The name of the companies that respond to this request for proposals will be posted on the Fayette County website within 3 business days after the proposal opening.

There is no set time for an award to be made, as the proposals have to be evaluated. If an award is not made within 60 days of the proposal opening, an update will be posted on the Fayette County website.

If this proposal is awarded; once everything has been received by the successful company and the award is completed, that information will be posted on the Fayette County website. Please keep this procedure in mind.

Sincerely,



Ted L. Burgess  
Director of Purchasing

Attachment

## GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term "contractor" as used herein and elsewhere in the Terms and Conditions shall be used synonymously with the term "successful offeror." The term "county" shall mean Fayette County, Georgia.
2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the county. The offeror should take care to answer all questions and provide all requested information.

3. **Responder's Questions:** The Fayette County Purchasing Department must receive questions about this request for proposals in writing at least 72 hours before the scheduled proposal opening, excluding Saturdays, Sundays, and holidays. The county will post answers to questions and/or other information concerning the request for proposal in the form of an addendum on the county's website at [http://www.fayettecountyga.gov/purchasing/bids\\_and\\_proposals.htm](http://www.fayettecountyga.gov/purchasing/bids_and_proposals.htm). It is the responsibility of the prospective proposer to check the website for any addenda issued for this request for proposal.
4. **Submission of Offers:** Offeror's must submit their proposal, along with any addenda issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
  - a. The offeror's company name,
  - b. The Request For Proposals (RFP) number, which is, #1112-P, and
  - c. The "reference" which identifies the proposal, which is "**Target System for Outdoor Shooting Range**".

Price proposal shall be placed in an additional sealed opaque sealed envelope, identified as the price proposal, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) unbound original proposal (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, and three (3) copies, to:

Fayette County Government  
Purchasing Department  
140 Stonewall Avenue West, Suite 204  
Fayetteville, GA 30214

Attention: Contracts Administrator

5. **Timely Receipt:** Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the county.

6. **Open Offer:** The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening unless this time-frame is specifically made exception to in your offer.
7. **Corrections or Withdrawals:** The offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing.

The county reserves the right to waive any defect or irregularity in any proposal received.

In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

8. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
9. **Site Conditions:** Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
10. **References:** Offerors shall submit with proposals a list of three (3) references of current or recent customers, on the form included in this Request for Proposals.
11. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

12. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the county. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The county reserves the right to obtain clarification or additional information from any firm regarding its proposal. The county reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the county. The county further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
13. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
14. **Ability To Perform:** The offeror may be required, upon request, to provide to the satisfaction of the county that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the offer.
15. **Arrears:** Proposals will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to the county.
16. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed.
17. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
18. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
19. **Patent Indemnity:** The contractor guarantees to save the county, its agents, officers, or employees harmless from liability of any kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.
20. **Indemnification:** The contractor shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.

21. **Non-Assignment:** Assignment of any contract resulting from this request for proposal will not be authorized.
22. **Insurance:** The contractor shall, without expense to the county, carry the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
  - **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
  - **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
  - **Worker's Compensation:** Workers Compensation as required by Georgia statute.

Before a contract with the successful responder is executed, the successful responder shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

Fayette County Georgia  
140 Stonewall Avenue West  
Fayetteville, GA 30214

23. **Bid Bond:** You must include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
24. **Performance and Payment Bonds:** Prior to execution of a contract, the successful responder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
25. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
26. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.

27. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
  
28. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

#1112-P Target System for Outdoor Shooting Range

\_\_\_\_\_  
Name of Project

FAYETTE COUNTY GEORGIA

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 2016 in (city) \_\_\_\_\_, (state) \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_



**Request for Proposals #1112-P**  
**Target System for Outdoor Multi-Purpose Shooting Range**

**A. INTRODUCTION**

Fayette County, Georgia seeks a qualified firm to provide and install a target system at a new outdoor multi-purpose shooting range to be operated by the Sheriff's Office.

**B. BACKGROUND & STATEMENT OF NEED**

The county is in the process of constructing a new multi-purpose shooting range at 340 Hewell Road in Jonesboro, GA 30238. It is envisioned that the range will contain 32 targets. To facilitate its use by more than one group simultaneously, it is planned to design the system with the 16 targets on the left side controlled independently from the 16 on the right side. The system will also be required to operate individual targets or the combined 32 targets at once. The ranges will be used on a daily basis, and the targetting system must be constructed to withstand frequent use. A tower will be constructed behind the shooters' stations for observation and training purposes.

The shooting distance from the targets will be 0 to 50 yards with shooting stations at the 3, 5, 7, 10, 15, 25, and 50 yard lines. The range tower will be located in the center of the range at the 50 to 60 yard line.

**C. SCOPE OF SERVICE**

The Contractor will supply and install a target system with 32-stations, with the ability to operate the right 16 independently from the left 16, individual targets or the combined range at once. The system should have the capability to be operated manually or by hand held push button cord; by switch for targets located within the range tower; and by wireless remote and tablet or laptop computer. They will be turning targets. The system will include target lighting for range use after dark.

The Contractor shall respond to service calls within 24 hours.

Products and work shall be warrantied for a minimum of one year. Service calls shall be free of charge during the one-year warranty period including up to 12 free service calls during the one-year warranty period. After the warranty period, it is anticipated that repair or support services will be available.

To reduce down time, include one extra target stand to be available for immediate change-out (if appropriate to the target system chosen).

## **D. PROPOSAL RESPONSE REQUIREMENTS**

Your proposal must include the following, in the order shown:

- 1) **Cover Page:** Include the Request for Proposals number (#1112-P) and Title (*Target System for Outdoor Multi-Purpose Shooting Range*).
- 2) **Table of Contents**
- 3) **Required Forms:** Include the following –
  - a. Company Information on the form provided
  - b. Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
  - c. Bid Bond
  - d. Exceptions on the form provided, if any
  - e. References on the form provided
- 4) **Project Understanding and Proposed Solution:** Describe the firm's understanding of the objectives. Describe the proposed system, and how it will meet the County's needs. Include any items or work not specifically mentioned in this Request for Proposals, but which you decide should be included, or would present the best solution.

Describe the target controls that would be included with your proposed target system, whether they may be manual, long cord, wireless, laptop, or tablet controlled.

Provide warranty information, including what is covered, and for how long. Describe repair or support services, response times, and related information.
- 5) **Company History and Experience / Project Team:** Give a brief overview of your company, including the number of years in business, background, and history. Include the firm's experience in providing services such as described herein. Provide a resume for each key team member.
- 6) **Proposed Schedule:** Provide a project schedule, showing the implementation timeline and milestone completion dates (excluding time for uncontrollable events such as weather delays). Also state the number of days it would take for you to begin the project, after receiving a Notice to Proceed.
- 7) **Price:** Place your price proposal in a separate, opaque sealed envelope. Include all fees, charges, or other financial consideration. State your payment terms, and any proposed payment schedule.

## **E. EVALUATION CRITERIA**

The Fayette County Purchasing Department is the facilitator for issuing this Request for Proposals. All communications during the procurement process shall be through the Purchasing Department.

**1) Technical Merit:** An Evaluation Committee will review and evaluate proposals. The points earned for technical merit will comprise 70% of your evaluation score. Criteria for technical merit evaluation are, in priority order, as follows:

- a) Project understanding and the proposed solution
- b) Company's background and experience
- c) The project team
- d) The proposed schedule

The County may, at its discretion, choose one or more of the best-scoring companies to make in-person presentations. If more than one company makes a presentation, the Evaluation Committee will evaluate and score the presentations, and adjust evaluation score totals accordingly.

**2) Price:** The remaining 30% of your score will be determined by your proposed pricing, as compared to other responding companies' prices.



**REFERENCES – RFP #1112-P**

*Please complete the requested information below and turn in with your Proposal.*

1. How long has your Company been installing target systems under its current name?

\_\_\_\_\_ years.

2. List three (3) target system installations completed within the past 5-years

**A. Project (brief Description):**

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

Amount of Contract (\$): \_\_\_\_\_

Name of Contact (person): \_\_\_\_\_

Phone Number of Contact: \_\_\_\_\_

Email Address of Contact : \_\_\_\_\_

**B. Project (brief Description):**

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

Amount of Contract (\$): \_\_\_\_\_

Name of Contact (person): \_\_\_\_\_

Phone Number of Contact: \_\_\_\_\_

Email Address of Contact : \_\_\_\_\_

**C. Project (brief Description):**

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

Amount of Contract (\$): \_\_\_\_\_

Name of Contact (person): \_\_\_\_\_

Phone Number of Contact: \_\_\_\_\_

Email Address of Contact : \_\_\_\_\_

**COMPANY INFORMATION**

Company \_\_\_\_\_

Physical Address Of Business \_\_\_\_\_

\_\_\_\_\_

Mailing Address (If Different) \_\_\_\_\_

\_\_\_\_\_

Authorized Representative \_\_\_\_\_

(Print or Type)

Authorized Representative \_\_\_\_\_

(Signature)

Title \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Cellular Number: \_\_\_\_\_