

### **Purchasing Division**

1001 East Ninth Street Building D, Suite 200 Reno, NV 89512

Issue Date: 6/14/2023 RFP Number: 3222-24

TITLE: Regional Shooting Facility Operator

Sealed proposals shall be accepted until 07/05/2023 at 3:00 P.M. Reno, NV time from qualified firms for RFP 3222-24 Regional Shooting Facility Operator. All inquiries for information concerning this Proposal shall be directed in writing to:

ELIZABETH PHILLIPS
Washoe County Purchasing Division
1001 E. Ninth Street
Building D, Ste. 200
Reno, NV 89512-2845
EPHILLIPS@WASHOECOUNTY.GOV

Sealed Proposals shall be mailed and/or hand delivered to the address shown above, and the envelope shall bear the name and number of this Invitation to Bid or submitted through the online services of www.demandstar.com. It is the sole responsibility of the Proposer to ensure that its Proposal reaches the Purchasing Division by the designated date and hour indicated above. Proposals shall be opened 07/06/2023 at 9:00 A.M. Reno, NV time.







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This Request for Proposal (RFP) is being advertised by Washoe County's Purchasing Division on behalf of Washoe County Regional Parks and Open Space to select one (1) firm, or multiple firms, with whom it hopes to negotiate a Contract for the described services outlined in Attachment A of this document. Issuance of this RFP shall in no way constitute a commitment by the County to execute a Contract. The County reserves the right to issue addenda to this RFP prior to the closing date. It is the Vendor's responsibility to check for any addendums to this procurement at www.demandstar.com prior to Proposal submission. Submission of a Proposal constitutes acknowledgement of this RFP and all subsequent amendments. The County reserves the right to reject any or all Proposals received in response to this RFP, or to cancel this RFP if it is deemed in the best interest of the County to do so.

#### **SECTION I – PROJECT BRIEF**

Washoe County is accepting proposals for Facility Operator for the Regional Shooting Facility, located at 21555 Pyramid Way, Sparks, NV. The selected contractor is charged with providing operation and maintenance of the Regional Shooting Facility.

## **SECTION II - SCOPE OF WORK**

Please see Attachment A - Scope of Work

#### **SECTION III - INSTRUCTIONS TO VENDOR**

Task	Date
Release Date	June 14, 2023
Optional pre-proposal/site inspection	10 am, June 26, 2023
Vendors' questions due	June 28, 2023
Proposal due	July 5, 2023
Anticipated contract start date (contingent upon BCC approval)	September 1, 2023

<sup>\*</sup>All times referenced in this RFP are Reno, Nevada times

The Proposal shall respond to each Evaluation Factor, listed below. Provide clearly titled sections, referencing the same number and title as the Evaluation Factor being addressed.

Proposals shall be submitted in two (2) distinct parts - the **Technical Proposal** and the **Cost Proposal**. The Technical Proposal shall not include any cost information.

#### **EVALUATION FACTORS**

1. Cost: Proposers shall provide a cost proposal. All costs shall be clearly and individually identified as part of the cost proposal. Proposers shall also include the total monthly billable cost of the requested services. (15%)

Responsibility of Proposer will be evaluated based on the evaluation factors listed below:

- 2. Project Approach: Vendors project approach shows an in depth understanding of the scope of work and innovative solutions to meet the County's requirements, goals, and project philosophy. (15%)
- 3. Project Team: Vendors project team response has information regarding key personnel's credentials, capability, and experience providing successful Shooting Range Management and Operation. Shows knowledge of pertinent policies. (20%)

- 4. Availability and Capacity: Vendors staffing, capability, and current workload of key personnel. Identification of ability to meet timelines established for the project. Provide a description of staff currently employed that can meet the projects' needs OR information is provided on what hiring strategies will be deployed to recruit the needed personnel. (30%)
- 5. Past Performance: Vendor's description of types of projects providing successful Shooting Range Management and Operation proposer has completed (within the last three (3) years). Identification of reference name and phone number with each past project. The County reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance. (20%)
- 6. Other Factors: None

The Vendors shall follow these guidelines in preparing their Proposals:

- 1. Proposals shall be submitted in two (2) distinct parts the **Technical Proposal** and **Cost Proposal**. The Technical Proposal **shall not** include any cost information.
  - a. Vendors shall provide one (1) PDF Technical Proposal file that includes the following:
    - i. A cover letter containing the Proposing Vendors contact information including name, mailing address, telephone number, and email address; and
    - ii. A response to each of the Evaluation Factors in Section III Instructions to Vendors; and
    - iii. Resumes and any other pertinent documentation
  - b. Vendors shall provide one (1) PDF Cost Proposal file that includes the following
    - i. Attachment C, Cost Schedule

Failure to meet the above stated requirements and limitations may result in a Proposal being deemed non-responsive at the County's sole discretion.

Any Proposal received prior to the date and time specified above for receipt of Proposals may be withdrawn or modified; Proposals can be modified through demandstar.com any time prior to the date and time specified above. The modified Proposal must be received before the time and date specified above for receipt of Proposals.

Proposals received after the specified deadline <u>will not</u> be considered and will be disposed of in an appropriate manner suitable to the County, in its sole discretion.

Confidential Information, Trade Secrets, and/or Proprietary Information must be marked as such in the Proposal and as defined in NRS 332.025. The failure to mark this information as defined in NRS 332.025 and 332.061 shall constitute a complete waiver of any and all claims for damages caused by release of the information by the County. If the County reviews the confidential information and determines that the information is not considered confidential pursuant to NRS Chapter 332, the County will contact the Vendor. The Vendor must advise the County as to whether it either accepts the County's determination that the information is not confidential, or withdraws the information. The Vendor will not be allowed to alter the Proposal after the date and time set for receipt of Proposals shown above. Notwithstanding the provisions in NRS Chapter 332, the County retains its immunity pursuant to the provisions of NRS 239.012 for any "good faith" release of information, and the immunities from liability provided to it pursuant to NRS Chapter 41.

For general information about the county and public records requests, call 311 or (775) 328-2003, or email washoe311@washoecounty.gov.

The County assumes no financial responsibility in connection with the Vendors' costs incurred by attending the pre-submittal meeting if required, in the preparation and submission of the Proposal packets, or by attending the oral interviews, if such interviews are conducted by the County in its sole discretion.

Each Proposer shall familiarize itself with the "Agreement Form" which is attached to this RFP as Attachment E - Sample Contract

#### **SECTION IV - RULES OF CONTACT**

After release of this RFP and through the Notice of Award of the Contract, the Vendors shall **ONLY** correspond with the County regarding this RFP through the County's designated representative. The designated representative's contact information is located on page 1 of this document.

The Vendors shall not contact County employees, including Department heads, members of the review committee and/or any official who will participate in the decision to award the Contract regarding the Project, except through the process identified above. Any communications determined to be improper may result in disqualification, at the sole discretion of the County. Any official information regarding the RFP will be disseminated by the designated representative. Specific information necessary for the preparation of Proposals will be disclosed to all Vendors. The County will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein. Failure to comply with these rules of contact may result in a Proposal being deemed non-responsive in the County's sole discretion.

#### **SECTION V - VENDOR QUESTIONS**

Any irregularities or lack of clarity in the RFP must be brought to County's attention, in writing, as soon as possible, so that corrective addenda may be furnished by the County in a timely manner to all Vendors.

Any questions raised by Vendors must be submitted in writing through the email of the designated representative no later than **11:00 A.M. PT, on June 28, 2023**. The County is targeting a response to questions regarding the RFP, including requests for clarification and requests to correct errors, on or about **June 30, 2023**. Only requests submitted to the designated representative will be responded to. No requests for additional information or clarification to any other County office, consultant, or employee will be considered.

#### SECTION VI - NEVADA BUSINESS LICENSE REQUIREMENT

The selected Vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS 76.100. Information regarding the Nevada State Business License can be located at <a href="https://www.nvsos.gov">www.nvsos.gov</a>.

Additionally, if the Proposer is a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, it must be registered as a foreign business entity equivalent in Nevada, in active status, and in good standing with the Nevada Secretary of State.

Award of any Contract is contingent on a Vendor having and holding an active and valid Nevada State Business License. The successful Vendor must satisfy this requirement within five (5) business days of issuance of the Notice of Intent. If a Vendor is unable or unwilling to adhere to this requirement, the County will deem the Vendor to be non-responsive, and the County will proceed to negotiate with the next most qualified firm, and so on, until a Contract, that is acceptable to the County, is negotiated.

To apply for a Nevada State Business License or to file appropriate formation documents with the Nevada Secretary of State's office, please visit <a href="www.nvsos.gov">www.nvsos.gov</a>. Business licenses can be obtained immediately by applying on-line; however, paper applications may take several weeks to process.

#### <u>SECTION VII – INSURANCE REQUIREMENTS</u>

The awarded Vendor must maintain, for the duration of its Contract, insurance coverage as set forth in Attachment B, Insurance Schedule for RFP 3222-24 executed in response to this RFP. Work under the Contract shall not begin until after the awarded Vendor has submitted to the County acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or alternative method of insurance acceptable to the County in its sole discretion will be deemed a breach of contract.

#### **SECTION VIII - SELECTION PROCESS**

First, the Vendors Proposal will be reviewed by the County's designated representative or delegated County staff to verify the Proposal has been submitted correctly pursuant to Section III – Instructions to Vendor. Proposals that are not submitted correctly may be deemed non-responsive at the sole discretion of the County. The County's designated representative will also verify that all proposing vendors are not on the State of Nevada, Federal, or County debarment and suspension lists.

Selection will be based on the Evaluation Factors listed in Section III - Instructions to Vendor, which will be used by an Evaluation Committee to evaluate the Proposals. The entire Evaluation Committee shall remain anonymous to protect the integrity of the procurement process. The Evaluation Committee will individually review and score the Technical Proposal and then a meeting will be held to discuss their evaluations and determine the final Total Score. The Cost Proposal will remain hidden from the Evaluation Committee and scored using the process outlined in Section III by the County. After the Technical Proposal scoring has been finalized, the County will allow the Evaluation Committee to review the Cost Proposals. The Evaluation Committee may ask for clarification of a Cost Proposal prior to finalizing the Cost Proposal scoring in its sole discretion. Once the Evaluation Committee approves the scoring of the Cost Proposal evaluation, the Technical Proposal score will be combined with the Cost Proposal score to determine the final Total Score.

Presentations **may** be conducted, At the County's sole discretion, for any Vendor that submits a Proposal. In the event that the County elects to conduct presentations, each Vendor that scores a minimum of seventy percent (70%) or higher will be advised of the format for such presentation and will be provided with a schedule for such presentation.

The Evaluation Committee may use the information submitted in the Vendor's Proposal package, the information referenced in this RFP, and the information given at the presentation, if applicable, to arrive at the final ranking.

Failure of a Vendor to appear at the presentation, if the Evaluation Committee elects to conduct such presentations, will be considered non-responsive, and that Proposer will be eliminated from any further consideration.

The Proposals will be ranked and a Contract may be negotiated following the selection of a most qualified Vendor. If an acceptable Contract cannot be reached with the highest ranked Vendor, the County may proceed to negotiate with the next highest ranked Vendor, and so on, until an acceptable Contract is negotiated, or the County, in its sole discretion, elects to terminate the solicitation.

#### **SECTION IX - AWARD PROCESS**

The County shall issue a Notice of Intent to Award. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the BCC, when required. Negotiations shall be confidential and not subject to disclosure to competing Vendors. The terms agreed to by the parties shall be confidential until a Contract is agreed upon. If Contract negotiations cannot be concluded successfully, the County, at its sole discretion and upon written notice to all Vendors, may negotiate a Contract with the next highest-ranking Vendor or withdraw the RFP and cancel this procurement.

Upon the successful negotiation and execution of a Contract, the County shall issue a Notice of Award at which time Proposals are public record and can be requested from the County via a Public Records Request.

#### **SECTION X - TERMS, CONDITIONS AND EXCEPTIONS**

This procurement is being conducted in accordance with NRS Chapter 332.

The County reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time, if, in the sole discretion of the County, it is in the best interest of the County to do so.

The County reserves the right to waive informalities and minor irregularities in Proposals received.

The County reserves the right to reject any or all Proposals received prior to contract award (NRS 332.075).

The County shall not be obligated to accept the lowest priced Proposal, but will make an award in the best interests of the County after all factors have been evaluated (NRS 332.065).

Alterations, modifications or variations to a Proposal may not be considered unless authorized by the RFP, or by an addendum or an amendment to the RFP.

Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of the requirements of this RFP, may be rejected.

All materials submitted in accordance with the prescribed deadline become the property of the County and will not be returned. The County's selection or rejection of a Proposal does not affect this right. Each Proposal shall be retained for official files and will become public record after execution of a Contract. Only specific parts of the Proposal may be labeled a "trade secret," provided that the Proposer agrees to defend and indemnify the County for honoring such a designation; unsuccessful Proposals containing "trade secrets" will be returned pursuant to NRS 239.010. The failure to label any information shall constitute a complete waiver of any and all claims for damages caused by any release of such information by the County. The County shall not be liable for disclosure or release of information when authorized or required by law to do so pursuant to NRS 239.012.

The awarded Vendor will be the sole point of Contract responsibility. The County will look solely to the awarded Vendor for the performance of all contractual obligations, which may result from an award based on this RFP, and the awarded Vendor shall not be relieved for the non-performance of any or all of its subcontractors.

The awarded Vendor must maintain, for the duration of its Contract, insurance coverage as set forth in the Contract executed in response to this RFP. Work under the Contract shall not begin until after the awarded Vendor has submitted to the County acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or alternative method of insurance acceptable to the County in its sole discretion will be deemed a breach of contract.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict must be disclosed. By submitting a Proposal in response to this RFP, each Proposer affirms that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a Vendor's Proposal. An award will not be made where a conflict of interest exists. The County, in its sole discretion, will determine whether a conflict of interest exists and whether it may reflect negatively on the County's selection of a Vendor. The County reserves the right in its sole discretion to impose additional requirements upon the Vendor to mitigate such conflict of interest or to disqualify any Vendor on the grounds of an actual or an apparent conflict of interest.

The County will not be liable for Federal, State, or Local excise taxes.

The County reserves the right to negotiate final Contract terms with any Vendor selected. The Contract between the parties will consist of the final executed Contract, the RFP with any modifications thereto, and the awarded Vendor's Proposal with any modifications and clarifications thereto that are incorporated at the request of the County during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed Contract, Amendments to the RFP, the RFP, any modifications and clarifications to the awarded Vendor's Proposal, and the awarded Vendor's Proposal. Specific exceptions to this general rule may be noted in the final executed Contract.

The Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the County in its evaluation of a Proposal. **Any misrepresentation by a Vendor shall be treated as fraudulent concealment from the County of the true facts relating to the Proposal.** 

No announcement concerning the award of a Contract as a result of this RFP can be made without the prior written approval of the County.

The County reserves the right to conduct a Best and Final Offer (BAFO).

Pursuant to NRS 332.065, Washoe County cannot enter into a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract it will not engage in a boycott of Israel as defined in NRS 332.065(5).

#### **SECTION XI - APPEAL PROCEDURE**

Any unsuccessful bidder may appeal a pending bid award prior to award by Washoe County. The appellant must: Submit a written protest to Purchasing and Contracts Manager within seven (7) calendar days of posting of the Recommendation to Award or Intent to Award Notice on <a href="https://www.DemandStar.com">www.DemandStar.com</a>.

Describe, in the written protest, the issues to be addressed on appeal.

Post, with the written protest, a bond with good and solvent surety authorized to do business in this state or submit other security in a form approved by Washoe County, who will hold the bond or other security until a determination is made on the appeal.

Post the bond or other security in the amount of 25% of the total dollar value of appellant's bid, up to a maximum bond or other security amount of \$250,000.

Not seek any type of judicial intervention until Washoe County has rendered its final decision on the protest.

Washoe County will stay any award actions until after the Purchasing and Contracts Manager has responded in writing to the protest. If the appellant is not satisfied with the response, appellant may then protest to the Washoe County Board of Commissioners, who will render a final decision for the County. No bid protests will be heard by the Board of Commissioners unless the bidder has followed the appeal process.

If an appeal is granted, the full amount of the posted bond will be returned to the appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by the County because of the unsuccessful appeal.

#### ATTACHMENT A - SCOPE OF WORK

#### **SCOPE OF WORK:**

Washoe County Regional Parks and Open Space is soliciting written proposals from qualified individuals and organizations for the operation, maintenance, and possible future development of the Regional Shooting Facility. The purpose of the Regional Shooting Facility is to provide citizens with a safe environment to participate in the shooting sports with an emphasis on firearms safety, hunter education, hunter sight-in; new shooter orientation to firearms; firearms education and training.

- Washoe County may choose to hire a Contractor for full operation of the Regional Shooting Facility.
- o The Contractor will provide services in accordance with the scope of work described herein.
- Operation and management of shooting facility shall include, but not be limited to the following:
  - Maintain public range(s) property including parking area, firing line, restrooms, maintenance shop, and all infrastructure on the property.
  - Managing daily operation to include collecting fees; regulating firing line activity; enforcing rules, regulations and checking in group reservations.
  - Operate, manage, and supervise the use of the shooting facility and, provide equipment required to properly operate a public range.
  - Advertise and promote public use of the shooting facility.
  - Operate, manage, and maintain the shooting facility in a professional, up-to-date manner to include but not be limited to, sales and rental of equipment listed on the WCRP&OS 2022 Fee Schedule, Attachment "G".
  - Work with groups, clubs, law enforcement and the general public to promote opportunities to enhance educational shooting programs and customer service offerings.
  - Work with groups that utilize the classroom as a public meeting space for Washoe County meetings.
  - Work with military and law enforcement agencies to allow continued use of the range on certain days and times.
  - Proposers are encouraged to offer a proposal to operate and manage all parts of Washoe County's Regional Shooting Facility.

#### **WASHOE COUNTY FACTS:**

Washoe County is a county of approximately 500,000 residents. The County encompasses approximately 7,000 square miles including the cities of Reno and Sparks, Nevada. Washoe County is a picturesque community offering an abundance of parks and recreational facilities, with progressive city and county governments, and a wide variety of recreational, educational, and cultural programs. Washoe County also has many beautiful surrounding lakes and mountains and is only a short drive to the breathtaking views of Lake Tahoe. In addition to the area's spectacular beauty, Washoe County also offers 24-hour gaming and entertainment, and is considered one of the top areas in the nation with an above average number of sunny days per year.

#### **REGIONAL SHOOTING FACILITY FACTS:**

Washoe County's, Regional Shooting Facility is a 630-acre public shooting range, which is utilized by the general public, clubs, law enforcement and the military. The property was deeded to Washoe County in 1977 and opened for use by the general public in July of 1980. It is the only government operated public range in Washoe County consisting of the Public Shooting Range, Thousand Yard Range, IPC Pistol Bays (13), PPC Pistol Bays (2), 500 Yard Small Bore and Silhouette ranges. The public range is currently open to the general public four days a week, Friday, Saturday, Sunday, and Monday by Regional Parks & Open Space. Total usage by all groups, excluding law enforcement and military, in FY 2018-19 was 13,243.

The Regional Shooting Facility (RSF) is managed under direction of the Washoe County Community Services Department, Regional Parks and Open Space. The shooting facility is located at 21555 Pyramid Lake Highway, Sparks, NV, approximately 13 miles north of the Spanish Springs Library. This is a rapidly growing part of the County. Regional access to the RSF is provided by Pyramid Highway, the major north-south transportation corridor serving the Spanish Springs area. I-80, the main east-west transportation corridor, is located about 26 miles south of the range. See Attachment "E" for additional RSF facts.

#### **SPECIFIC REQUIREMENTS:**

The Proposal submitted shall fully describe the method by which the Offeror proposes to meet or exceed the requirements described in this RFP. This information shall be presented in the order listed in these specifications and shall reference each paragraph number.

The Washoe County Regional Shooting Facility consists of seven ranges: Silhouette, Small Bore, PPC-West, PPC-East, Public, 1,000 Yard Range and the ISPC Bays. For a complete listing and location of facility components, please refer to Attachment "I".

The facility is contracted to the Contractor in an, "As Is" condition.

#### **Maintenance:**

- Utilities: Potable water for consumption by the Contractor and the general public and landscaping will be provided via the water system for the facility by the department. The septic system supporting range activities will be maintained at County's expense.
- Contractor shall be responsible for all other costs related to utility service, including gas, electrical, telephone, connectivity, water or sewer, as maybe applicable for the use of this facility.
- Fire Suppression: The Contractor will ensure that operation and maintenance activities will not create fire hazards. In case of fires, the Contractor will assist with the initial response and call the Fire Department.
- Facilities are subject to periodic fire inspection by the Fire Marshall. Ranges, roadways, and parking lots must be kept free of vegetation. Herbicide spraying within proper guidelines and regulations is permitted. Weeds and brush must be kept away from buildings and structures. Weeds and brush around ranges must be kept under proper landscaping management.
- Cleanliness: The Contractor is expected to provide regular maintenance necessary to provide a safe, clean and pleasant environment for customers. Contractor must provide for insect and rodent control to protect property and public health. The Contractor will keep property and roadways free of trash and debris, including internal roadways.

- Landscaping: The Contractor is expected to maintain the property in a professional and well-kept manner. All applications of herbicides shall be done in accordance with applicable State & Federal standards.
- Public Safety: The Contractor will provide adequate supervision and security to ensure public safety. The Contractor shall provide first aid training to all personnel with direct oversight of public shooting and will ensure that first aid kits are kept and maintained in all pertinent areas.
- Range Staffing: Contractor is responsible for staffing on days the range is scheduled for public use.
- Law enforcement and security: The Contractor shall recognize the legal jurisdiction of the department and its officers to ensure law and order and to uphold the regulations in effect within the facility. The sole responsibility for the establishment of internal and external security measures adequate to protect the Contractor's property and all facilities is imposed on the Contractor during the entire effective term of this agreement.

#### **Operations:**

- The Contractor shall be encouraged to, but not required to, construct and operate the following: food and beverage service facilities; facilities for the display and sale of sporting goods, apparel, supplies and accessories; and facilities for the use of shotgun, rifle, pistol and education. The land and premises shall be used only for these purposes, unless consent for any other use is obtained in writing from the Department.
- Personnel: Sufficient personnel must be employed to provide adequate levels of public safety and service, and to provide maintenance. The Contractor will be required to provide capital outlay necessary to operate the range at a high level of service.
- The Contractor is to provide in their proposal response the employee pay scale and benefit package for line staff and management personnel

#### DUTIES AND SERVICES TO BE PROVIDED BY SUCCESSFUL PROPOSER:

Successful proposer shall be responsible for the following:

- Operate, manage, and maintain the shooting facility in a safe and efficient manner in accordance with present and any future rules and regulations established by the Director of the Washoe County' Community Services Department, Regional Parks and Open Space, hereinafter referred to as Director, or their designated representative. Such operation and management shall include, without limitation, the collection of fees, facility reservations, and regulation of use, conduct of persons and enforcement of the rules and regulations. The successful proposer shall stock and maintain, at a minimum an inventory of shooting related merchandise, supplies and equipment as listed in the Regional Parks & Open Space Annual Fee Schedule. Maintain RSF property including restrooms, maintenance shop, public ranges and all infrastructures of the property.
- o All staff shall be required to wear matching uniforms with name badges.
- o All exterior view signage must be approved by the Director. All interior signs shall be computer or print generated (absolutely no handwritten signs) and shall be neatly and prominently displayed.
- Successful proposer's accountant and/or bookkeeper must conform to the scheduling requirements of the County and its audit teams.
- o Management and staff shall be responsible for all original daily financial reports, deposit and other pertinent information.
- Operate, manage, and supervise the use of the shooting facility and control and regulate its use in such a manner as to eliminate or prevent hazards or dangers to any person.

- Furnish, without cost to Washoe County, all equipment necessary for the suitable operation of the shooting facility, for use by persons who are entitled to use the shooting facility.
- Provide and maintain equipment for shooting facility. Any deficiencies will be noted to the successful proposer in writing and shall be corrected immediately or, in the case of replacement of equipment, within thirty (30) days.
- Under the direction of the Director or designee and in accordance with rules, regulations and instructions issued by the Director or designee, provide and supervise all shooting facility functions.
- o Collect fees and coordinate group reservations, at no cost to Washoe County and provide suitable and qualified personnel in adequate number to insure efficient performance of such duties.
  - Effectively advertise, market, and promote shooting facility use and services.
  - Submit to Director or his designee in advance and for review all marketing and promotional items.
- o Furnish and maintain proper facilities, equipment, and devices for the minor repair of shooting facility equipment.
- o Provide and make available to the public, at a reasonable cost, an adequate supply of all equipment listed on the Washoe County Regional Parks & Open Space 2022 Fee Schedule. Refer to Attachment "G".
- o Assume full responsibility and expense for all private telephone and internet service.
- o Provide all portable display platforms, signs, equipment and/or devices for the purpose of adverting or demonstrating the services, merchandise and/or equipment for sale or rent at the shooting facility.
- o Maintain stocks of targets, ear plugs, spotting scopes and equipment in keeping with the demand.
- Any fixtures or items permanently attached to any structure at the shooting facility in connection
  with the operation of the shooting facility become the property of Washoe County upon
  termination of Agreement.
- Successful proposer shall be responsible for the preparation and submittal of liability/property loss reports, daily cash reports, individual and group use, daily start reports, and other reports common to the operation of the business and/or as requested by Washoe County.
- Work with law enforcement, clubs, groups, and the general public to promote youth and family opportunities to enhance programs and customer service offerings.
- o Promptly pay any and all taxes imposed by the local, state or federal government, utility bills, merchant invoices, and all other liabilities with respect to its operation of a Washoe County facility.
- Comply with all applicable ordinances, laws, rules, and regulations of the county, city, state, and federal government; and of any political subdivision or agency, authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules or regulations with respect to the operations of the shooting facility, including but without limiting the generality of the foregoing, such rules and regulations of Washoe County as are consistent with the rights herein granted to the successful proposer.
- o Upon termination of the resulting Agreement, surrender Washoe County property in the same condition as when received, ordinary wear and tear excepted.
- Operate and manage shooting facility on proposer's own credit and hold harmless Washoe County from any and all claims, demands or liability on account thereof. Washoe County shall not be responsible for any debts incurred by successful proposer in the performance of any resulting Agreement.
- Have sole right to operate all food and beverage concessions, including vending machines, upon approval.

- o Maintain all landscape and planted areas which are part of the shooting facility.
- o Provide such signs and posters it shall deem necessary for public safety and convenience.
- o Maintain the range, including firing lines, target lines, restrooms, landscaping, classroom, and maintenance building.
- o Maintain parking areas for the use of the general public.
- o Maintain the shooting facility to acceptable professional maintenance standards, realizing quality of the shooting facility maintenance is very important to overall operation.
- o Provide and maintain a sufficient number of rifle benches necessary to meet the demand of the general public.
- Maintain all other equipment and amenities located on the real property that constitutes the Regional Shooting Facility that are the property of the Community Services Department, Regional Parks & Open Space.
- o Provide all janitorial services and equipment to the public areas of the shooting facility.
- o Washoe County reserves the right to conduct audits when deemed necessary.
- o The use, lease or sale of all available equipment could be negotiated with successful proposer.

#### PROFESSIONAL STANDARDS APPLICABLE TO PROPOSERS:

Successful proposer shall agree to have and retain trained personnel, including an NRA Certified
Chief Range Safety Officer or equivalent, on-site during scheduled hours of operation during the
term of resulting Agreement and any renewals thereto. In addition, successful proposer shall
operate and manage the shooting facility in accordance with standard recognized practices of
public shooting facilities.

#### SALE OF FOOD AND BEVERAGE:

- Successful proposer, with prior approval of Director, may keep upon the premises machines used for vending of goods, wares, or merchandise.
- Food, beverage, or refreshments may not be sold without the prior consent of the Director. Successful proposer is to be responsible for providing and meeting all necessary permits, fees, rules, and regulations.

#### **ALTERATIONS:**

Successful proposer shall not make any alterations or additions to any portion of shooting facility
or to any equipment belonging to Washoe County at the shooting facility without consent of the
Director.

#### **HOURS OF OPERATION – PRIORITIES:**

- Successful proposer shall devote their full-time personal attention to the operations necessary to operate and manage a modern and efficient shooting facility. The shooting facility shall be kept open for public use during advertised days and hours of operation.
- Successful proposer shall recommend to the Director for approval a schedule setting forth the minimum hours during the year (weather permitting) when range shall be open for use. Successful proposer or their designee shall be available at all such scheduled times to collect fees, provide supervision and to serve the public.

# <u>ATTACHMENT B - INSURANCE, HOLD HARMLESS AND INDEMNIFICATION</u> REQUIREMENTS FOR REGIONAL SHOOTING FACILITY OPERATOR

#### INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

In the event of a lawsuit against the COUNTY arising out of the activities of CONTRACTOR, should CONTRACTOR be unable to defend COUNTY due to the nature of the allegations involved, CONTRACTOR shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of CONTRACTOR.

#### GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by CONTRACTOR.

#### INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-consultant by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and any sub-consultants used pursuant to this Agreement.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

#### MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.

#### DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

#### OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. COUNTY, its officers, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including COUNTY'S general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
- 2. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
- 4. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

#### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

#### **VERIFICATION OF COVERAGE**

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY

**before work commences**. COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### **SUBCONTRACTORS**

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

#### **MISCELLANEOUS CONDITIONS**

- 1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed or supervised by CONTRACTOR.
- 2. Nothing herein contained shall be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
- 3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof;
  - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of CONTRACTOR if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - c. Terminate the Agreement.

# **ATTACHMENT C - COST PROPOSAL**

Submit a detailed proposed project budget in addition to this cost proposal summary sheet. The detailed budget should include all costs for each category listed under Attachment A – Scope of Work.

ouninity 110posou 110jett 2000	
Total staffing costs – In detailed budget, please submit a staffing plan that includes all proposed positions, job descriptions, pay rate, and fringe rate:	
Supply and Insurance costs – In detailed budget, please submit estimated breakdown of proposed supply costs and insurance costs:	
Administrative costs – In detailed budget, please submit as a flat rate dollar amount.  May not be listed as a percentage):	
Total Annual Project costs:	

**Summary Proposed Project Costs** 

# $\frac{ATTACHMENT\ D\ -\ CERTIFICATION\ REGARDING\ DEBARMENT,\ SUSPENSION,\ AND\ OTHER}{RESPONSIBILITY\ MATTERS}$

The	prospective Proposer,	certifies to the best of its
kno	wledge and belief that it and its principals:	
(a)	Are not presently debarred, suspended, proposed for covered transactions by any Federal department or ago	debarment, declared ineligible, or voluntarily excluded from ency;
(b)	against them for commission of fraud or a criminal offer performing a public (Federal, State, or local) transaction	posal been convicted of or had a civil judgment rendered ense in connection with obtaining, attempting to obtain, or n or contract under a public transaction; violation of Federal nent, theft, forgery, bribery, falsification or destruction of roperty;
(c)	Are not presently indicted for or otherwise criminally clocal) with commission of any of the offenses enumera	or civilly charged by a government entity (Federal, State, or ted in paragraph (1) (b) of this certification; and
(d)	Have not within a three-year period preceding this app (Federal, State, or local) terminated for cause or defau	·
the		y be grounds for rejection of this proposal or termination of tement may result in a fine of up to \$10,000 or imprisonment
Тур	ed Name & Title of Authorized Representative	
Sig	nature of Authorized Representative	Date
l ar	n unable to certify to the above statement. My explana	tion is attached.
Sig	nature	Date

## <u>ATTACHMENT E – PRIOR YEARS ATTENDANCE</u>

				RE	GIONAL SI	OOTING F	ACILITY						
ATTENDANCE FOR FISCAL YEARS 2019 - 2023													
FISCAL YEAR 2018-2019	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
Shooters Individual	558	957	1146	734	453	339	345	174	477	428	375	577	656
Shooters Juniors	52	65	115	72	26	34	27	19	28	36	21	60	55.5
Shooters Seniors	233	277	333	248	131	93	108	28	144	153	142	254	2144
Shooters Group	215	293	267	391	237	230	203	221	272	375	266	366	3336
Law Enforcement	0	1	2	4	3	0	0	1	0	0	0	1	12
Military	0	0	0	1	0	0	0	0	0	0	0	0	1
Annual Passes Used	85	92	69	34	23	3	45	37	78	51	51	64	632
TOTAL FACILITY USE	1143	1685	1932	1484	873	699	728	480	999	1043	855	1322	13,243
FISCAL YEAR 2019-2020	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
Shooters Individual	787	1208	1181	820	651	301	322	429	151	0	246	525	6621
Shooters Juniors	73	117	101	78	37	29	23	16	6	0	9	50	539
Shooters Seniors	284	361	384	272	191	78	133	166	49	0	93	194	2205
Shooters Group	229	253	250	239	243	131	252	330	166	0	46	167	2306
Law Enforcement	0	0	1	0	0	0	0	0	0	0	1	0	2500
Military	0	0	0	0	0	0	0	0	0	0	0	0	-
Annual Passes Used	65	80	41	30	34	5	19	50	19	0	48	50	441
TOTAL FACILITY USE	1438	2019	1958	1439	1156	544	749	991	391	0	443	986	12,114
FICCAL VEAD 2020 2024	11	A=	Cara	0.4	New	Dag	laa	r.h	Man	A	Mari	line I	VTD
FISCAL YEAR 2020-2021	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb 229	Mar	Apr	May	Jun	YTD
Shooters Individual Shooters Juniors	723 62	1058 97	1056 100	886 82	411 21	116 14	282 46	19	253 22	282 24	266 25	316 35	5878 547
	-			-			-	-	98		72		
Shooters Seniors	269	284 63	285 43	297	161	58 8	101	88 25		165	48	150 36	2028
Shooters Group	79 0	0	5	78	25 1	0	35 0	0	50	43	48	1	533
Law Enforcement Military	0	1	0	0	0	0	0	0	0	0	0	0	
Annual Passes Used	45	57	57	45	44	37	55	29	37	26	26	15	473
TOTAL FACILITY USE	1178	1560	1546	1389	663	233	519	390	460	540	438	553	9,469
TOTAL PACILITY OSL	1176	1300	1340	1363	003	233	319	390	400	340	430	223	3,403
FISCAL YEAR 2021-2022	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
Shooters Individual	481	325	847	727	231	165	293	278	288	324	319	269	4547
Shooters Juniors	68	41	101	68	19	14	21	22	40	30	27	33	484
Shooters Seniors	175	116	215	215	115	42	68	109	99	94	105	102	1455
Shooters Group	56	9	44	54	15	26	29	33	32	38	33	33	402
Law Enforcement	0	0	1	0	0	0	0	0	0	0	1	1	3
Military	0	0	0	0	0	0	0	0	0	0	0	0	(
Annual Passes Used	44	9	19	26	10	28	31	23	19	38	2	1	250
TOTAL FACILITY USE	824	500	1227	1090	390	275	442	465	478	524	487	439	7,141
FISCAL YEAR 2022-2023	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun *	YTD
Shooters Individual	457	656	600	777	160	138	180	206	197	250	280	75	3976
Shooters Juniors	61	65	42	61	10	12	14	20	7	22	17	5	336
Shooters Seniors	149	199	180	229	51	39	29	51	52	68	110	32	1189
Shooters Group	28	46	25	28	20	7	10	25	19	22	15	14	259
Law Enforcement	0	1	0	0	0	0	0	0	0	0	0	0	1
Military	0	0	0	0	0	0	0	0	0	0	0	0	C
Annual Passes Used	34	119	122	162	1	4	12	19	20	21	8	8	530
TOTAL FACILITY USE	729	1086	969	1257	242	200	245	321	295	383	430	134	6,291
*June 2023 as of 6/5/23													
52.76 2023 43 07 0/3/23	-												

## <u>ATTACHMENT F – PRIOR YEARS FISCAL ACTIVITY</u>

				NAL SHOOT							
Washoe Cour	ity F	iscal Years -	July	y 1 through Ju	ıne	30 each year					
Category	Fiscal Year 2018-19		Fiscal Year 2019-20			Fiscal Year 2020-21		Fiscal Year 2021-22		FY2022-23 YT	
Revenue:											
Admissions, sales & rentals*	\$	115,531.50	\$	109,851.50	\$	106,940.00	\$	83,740.00	\$	67,343.50	
Sale of Brass surplus**	\$	2,900.00	\$	2,000.00	\$	4,207.50	\$	3,568.50	\$	2,700.00	
Total Revenue:	\$	118,431.50	\$	111,851.50	\$	111,147.50	\$	87,308.50	\$	70,043.50	
Expense:											
Washoe County FT Staff (Salaries & Benefits)	\$	120,088.70	\$	170,087.55	\$	173,938.91	\$	181,214.94	\$	183,124.47	
Seasonal Staff (Salaries & Benefits)	\$	29,965.60	\$	11,864.00	\$	13,467.00	\$	3,888.00	\$	2,442.00	
Total Estimated Personnel Costs	\$	150,054.30	\$	181,951.55	\$	187,405.91	\$	185,102.94	\$	185,566.47	
Services & Supplies	\$	13,627.94	\$	14,606.53	\$	28,311.93	Ś	17,919.05	\$	9,797.77	
Facility Management Costs	\$	2,509.18	_	3,878.04	H	8,260.50	т.	5,756.71	<u> </u>	7,778.70	
Utility Costs	\$	2,185.00	_	3,595.00	\$	3,664.00	\$	6,695.00	_	5,797.00	
Total Estimated Operating Costs	\$	18,322.12	_	22,079.57	\$	40,236.43	\$	30,370.76	_	23,373.47	
Total Estimated Expenditures	\$	168,376.42		204,031.12	\$	227,642.34	\$	215,473.70	\$	208,939.94	
Estimated Profit/(Loss)	\$	(49,944.92)	\$	(92,179.62)	\$	(116,494.84)		(128,165.20)	\$	(138,896.44	
Average number of days of operation		205		171		179		187		180	
Seasonal Staff Hours		1036.5		2031		1070		243		148	
*Revenue fluctuations are due to weather re	late	ed closures a	nd (	Covid							
**Collection and sale of brass may not be ind	licat	ive of an anr	านล	l recovery re	ver	iue					
_											
_											

# ATTACHMENT G – FEE SCHEDULE

# effective 2/1/23

7. REGIONAL SHOOTING FACILITY	
1. Public Shooters - Individuals	
a. Adults	\$10/day
b. Youth & Seniors	\$6/day
2. Annual Passes (Public Range Only. 12 months from day of purchase)	
a. Adults	\$160.00
b. Youth (3-17) & Seniors (62+)	\$120.00
3. Concession Rentals & Sales	
a. Items to rent/sale	up to \$12/item
4. Group Reservations (up to 10 shooters)	\$60 minimum
a. Over 10 shooters	\$6/shooter
5. Classroom	\$25/hour

## Prior to 2/1/23

7. REGIONAL SHOOTING FACILITY	
1. Public Shooters - Individuals	
a. Adults	\$9/day
b. Youth & Seniors	\$5/day
2. Annual Passes (Public Range Only. 12 months from day of purchase)	
a. Adults	\$150.00
b. Youth (3-17) & Seniors (62+)	\$110.00
3. Concession Rentals & Sales	
a. Items to rent/sale	up to \$10/item
4. Group Reservations	\$50 minimum +\$5/shooter over 10 shooters
5. Classroom	\$20/hour

# <u>ATTACHMENT H - WASHOE COUNTY DEPARTMENT OF REGIONAL PARKS & OPEN SPACE</u> <u>REGIONAL SHOOTING FACILITY</u>

The 650 acre Regional Shooting Facility was first opened to the public in 1980. The Range currently provides shooting and training opportunities for the general public, local shooting clubs and law enforcement agencies. The range is also utilized by several military units stationed in the area as well as firearms instructors who reserve time at the range to provide training for individuals interested in obtaining various certifications.

The Regional Shooting Facility currently consists of the following components.

- Two reservable class rooms for meetings, training and education.
- Restrooms
- Office and workshop for building and repairing targets and miscellaneous repairs.
- Public Ranges include 200 yard, 100 yard, 50 yard, 25 yard and a 15 yard and steel gongs located at 300 yard, 400 yard, 500 yard, 600 yard and 954 yard.
- High Power Long Ranges include shooting positions at 1000 yard, 600 yard, 300 yard and 200 yard.
- High Power Silhouette Range.
- Practical Pistol Competition Range (PPC Range).
- Small Bore Range.
- International Practical Shooting Confederation (ISPC Range).

Hours of Operation The range currently is open to the general public during daylight savings is Friday through Monday 8:00 AM to 4:00 PM. The RSF is closed on Nevada Day and all federal holidays except Memorial Day, Juneteenth, July 4<sup>th</sup> and Labor Day. Local, state and federal law enforcement agencies also have access to the range Tuesday through Thursday when it is closed to the general public for various training exercises. The department currently staffs the facility with one full-time Range Master and one full-time Range Safety Officer.

Budget and Usage The community continues to grow and more of our rural landscape is lost to development.

The actual 2021-22 General Fund Budget subsidy for the facility was \$115,714 or \$16.20 per use by the general public.

Range Improvements In the past three fiscal years the following projects and improvements have been completed.

- Patching of asphalt at the main entry off the Pyramid Highway. Full removal and replacement of asphalt and entrance directly off of Pyramid Highway.
- Improved drainage along roadway
- Improved asphalt parking area adjacent to the public range and classroom
- Added ADA accessible parking at public range and classroom
- New flooring and interior/exterior painting in classroom
- Smart TV with connectivity and camera
- General cleanup of the area by user groups and department staff.

- Rebuilt berms.
- Repainted target line numbers.
- New safety access gates were installed at the access points to the 1,000 and 600 yard firing lines.
- In a control booth remodel we added a service counter, additional counters and a new heater and air conditioner.
- The sheriff's modular training classroom is now managed by the Parks Department and will allow groups the opportunity to provide classroom instruction on site and increase revenue.

## <u>ATTACHMENT I – MAP OF REGIONAL SHOOTING FACILITY</u>





REGIONAL SHOOTING FACILITY

# <u>ATTACHMENT J – 2022 SHOOTING RANGE EVALUATION</u>

Please See Documer	nt on Following Page	es.	

# **Tactical Services Group**

A LIMITED LIABILITY COMPANY

# **Mobile Training Team**

# **Shooting Range Evaluation**

#### **Host Location:**

Washoe County Regional Shooting Facility Colleen Wallace Barnum Park Operations Superintendent Regional Parks and Open Space 3101 Longley Lane Reno, NV 89520

Dates:

July 10, 2022

Project #: NV2022-15 Washoe County Regional Shooting Facility On-Site Visit

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#### About Us:

The *Tactical Services Group (TSG)* provides the most comprehensive shooting industry consulting services and state-of-the-art training. We provide resident and mobile Law Enforcement / Armed Professional training programs worldwide. We have provided instruction to more than 30,000 civilians and armed professionals in over 40 States and Internationally. In addition, TSG personnel provide Shooting Range Consulting Services, Close Personal Protection agents, Physical Security Consulting, and Armed Courier Services on a contract basis.

Our staff and cadre are former military, law enforcement, security industry leaders, and academic professionals. In addition, we have partnered with select equipment manufacturers to guarantee access to the latest technology and equipment.

Our training programs are based on extensive research and street-proven practices/techniques. Our courses are constantly under review and critique to remain on the cutting-edge technology and performance.

#### STATEMENT REGARDING INFORMATION IN THIS REPORT

Nothing in the following information should be considered "requirements" of the NRA or Tactical Services Group. The informational items are "suggestions." The range operator may or may not choose to act upon any or all of these suggestions. Anyone should not interpret a failure on any part of the range operator to accept or implement any of the recommendations herein as evidence of a "cavalier attitude" regarding health and/or safety. A range operator may otherwise be very safety and health conscious without resorting to any or all of these suggestions.

Report prepared By Edward M. Santos Owner/Founder Tactical Services Group PO Box 2487 Hayden, ID 83835

THIS DOCUMENT MAY NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE PERMISSION OF THE TACTICAL SERVICES GROUP

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# TACTICAL SERVICES GROUP, LLC. RANGE TECHNICAL TEAM FIELD OPERATIONS DIVISION

Edward M. Santos OWNER/FOUNDER Tactical Services Group, LLC. PO Box 2487, Hayden, Idaho 83835 208-699-7647 ed@tacticalservicesgroup.com

# Range Evaluation Report

Project #: NV2022-15
Washoe County Regional Shooting Facility

#### **Opening Statement**

On June 10, 2022, I conducted an on-site Range Inspection of the Washoe County Regional Shooting Facility. (WCRSF) located at 21555 Pyramid Way, Reno, NV 89510. This inspection was conducted at the request of Colleen Wallace Barnum, Park Operations Superintendent. This inspection focused on range design, safety procedures, operations, and potential projectile escapement of the entire facility.

My observations and subsequent conclusions listed in this report are based on the range configuration as I observed it on June 10 and did not take into account any layouts or previous shooting designs that were in place before my inspection. My conclusions are based on the range design I was able to evaluate and inspect.

Specific elements of the inspection as requested are listed below.

#### Determination of the following:

- 1. The overall safety of the design of the Range including, but not limited to:
  - Proper placement of berms and backstops
  - The appropriate area for the Surface Danger Zone
  - Proper procedures are in place for when the Range is active (hot) or inactive (cold)
  - Measurements to correspond with analysis

- Does the Range meet the guidelines outlined in the 2012 Range Source Book, the most recent version published?
- 2. Note any areas that are found not in compliance.
- 3. At the client's request, I evaluated one 38 shooting position bay known as the Public Line, which consists of target distances from 15 954 yards, one 15 position bay known as the Silhouette Range, one 20 position bay Known as the Small Bore Range, two 100 yard bays known as PPC West and PPC East, one 17 position 1000 yard bay known as the 1000 Yard Point Range (included within the same line of fire is a 600 yard Bay) and I also inspected a grouping of bays that are known as the IPSC Bays which consisted of 12 separate shooting bays.

I also reviewed the 2011 Master Plan Template, the WCRTF Rules and information for Group Use dated 02/2016, Operations Manual Acknowledgement Form, The Target Shooting Opportunities public survey, and the Regional Shooting Facility Operations Manual dated 2010.

The basis for my evaluations and inspections is per the National Rifle Association's Range Source Book dated January 2012. (This sourcebook is NOT a certification guideline or specification resource, and the NRA does NOT certify or approve ranges or range design for any purpose.)

No shooting is allowed on this Range from any moving vehicles or airborne platforms. Therefore, I did not consider any other publications, such as military range regulations or Department of Defense regulations, as they have no bearing, jurisdiction, or relevance to this Range.

#### Summary

The WCRSF is a public shooting facility located in a mainly Sage Brush area along S. Pyramid Way in Washoe County, Nevada. (See Fig 1.) Operations at the WCRSF facility are managed by Regional Parks and Open Space employees and volunteers. Reasonable accommodations for the safety of those using the Range and the general public are achieved by considering the entire context in which this facility operates. The type of shooting conducted, the rules and controls practiced, the Range's overall design, and the surrounding environment must be considered.

#### **Background**

This facility has been in operation for approximately 42+ years. The Range is in what I consider a rural Sage Brush area within Washoe County, State of Nevada. This Range accommodates large and small bore rifle and pistol shooting, including rimfire, centerfire, black powder, and shotgun shooting.



Figure 1

#### **Observations**

#### **Current Range Control**

The WCRSF exercises operational control over the Range at several levels. It sets limited hours of operation and requires users to access the shooting bays only during the posted hours of operation, controlled with a locked gate. Range Rules and regulations are posted at the check-in location and across the property. Patrons of the facility are only given access to the property during posted hours of operation and with Range Safety Officers on site.

The Public Line is the bay primarily used for open shooting and always under the supervision of paid staff and volunteer Range Safety Officers (RSOs). These RSOs do a great job of managing the activities and keeping the shooters in compliance with the Range Safety Rules. The RSOs at the Public Line are at a disadvantage because patrons are not required to complete any facility orientation or firearm safety briefing.

There is a lack of procedural and administrative control at this facility, unlike I have ever seen before. Shooters are allowed access to the property without signing any Range Safety Rule acknowledgment, Liability release, firearms in their possession, time on and off the property, etc. The Ops manual has an Acknowledgement Form indicating knowledge/understanding of the manual, which is not being used or maintained for the general public and is only used for organized group use.

Staff interviewed indicated that such procedural controls were eliminated because patrons failed to comply with the paperwork. An example was offered in the case of a sign-in roster as patrons signed their name "Donald Duck." This behavior is unacceptable, and the management of this property lacks the basic and minimal measures of knowing who is using the ranges.

When comparing the Master Plan dated 2011 and the current google earth view I evaluated, targets are placed in locations not listed in the Master Plan or subsequently ap-

proved by management. The arbitrary placement of targets in shooting bays not designed for specific target locations is extremely dangerous.

Patrons are handling and cleaning firearms in the parking lot; firearms should not be handled or cleaned behind the shooters on the firing line. This violates the range rules (listed on page 7 of the Ops Manual) and is a critical safety issue, especially for the shooters on the Public Line.

In addition to the overall inspection of the facility, I also looked specifically at the possibility of projectile escapement from the outdoor shooting bays.

#### Projectile Escapement Issue:

Projectiles have left this facility. It is not entirely clear if this occurs due to improper containment design/construction, shooter behavior, or a combination of both. My opinion is that bullets are leaving the property as a result of both factors.

\*\*This document will list the range design/construction issues separately and specific to each bay.

Like "safe highways," "safe ranges" result from engineering design features, rules for use, control, and personal user responsibility. Similarly, even when all these elements are in place, there is no guarantee that an accident will not occur. Range safety is a context-driven exercise in responsible risk management.

There have been at least two complaints from the residents located off the West boundary line of the property.

(See Fig: 2)

During my inspection of the Silhouette Bay, it became clear that this area is well within the distance and path of bullets fired at various target positions.



Figure 2

It should be noted that a projectile leaving the facility (especially in the Silhouette Bay) is possible in many ways, such as improper shooter behavior, inappropriate target placement, poor marksmanship fundamentals, and poor range design/construction. I believe that given the location and direction of fire and the placement of targets in areas not approved in the master plan, bullets hitting the steel targets or completely missing the target could then continue onto the residential property to the West of the range boundary.

Note: Ricochet vs. Direct Fire Considerations. Range design professionals typically use a 400-yard ricochet zone (best practice) as a safe distance to

account for projectile ricochet containment. This design consideration assumes the projectiles do not impact any surface/ground beyond the Backstop before the ricochet begins. This distance has effectively accounted for or prevented deflected bullet escapement in numerous outdoor rifle and pistol ranges. The 400-yard measurement is established from the toe of the steel target or Backstop and extends in the direction of bullet flight for 400 yards. The zone continues or is measured in a fan shape at a 30-degree angle of disbursement on each side of the Backstop. Projectiles recovered beyond the 400-yard distance are typically the result of direct fire bullet escapement

Determining the energy factor associated with bullets impacting the neighbor's property is impossible. Too many factors, such as free flight, ricochet, or even how many times the projectile ricocheted before coming to a stop, are impossible to know.

However, typical free flight distances for a few of the common calibers which include many of the recovered bullets referenced in this report are as follows:

22LR 40gr 1,458 yards
.223 55gr 4,300 yards
.308WM 250gr 5,168 yards
50BMG 750gr 8,444 yards

#### **Outdoor Ranges Overview:**

The overall layout of all the facility and the shooting bays inspected is good, with one exception. The facility's West side, specifically the Silhouette Range, presents some major safety concerns. The ranges with overhead-covered shooting stations are very well made, and the construction of these shelters is above average. The concrete pads and the shooting benches are also first class. There is limited signage at or near the firing line that emphasizes the safety rules and the expected behavior of the shooters while shooting activity is taking place.



Figure 3

There is a strong possibility of gaps in the perimeter fence and posted signs indicating the presence of a shooting range. Fences and gates at shooting ranges control access to the property. Every shooting range must possess liability insurance, operating as a commercial business or a non-profit entity. Each range operator's responsibility is to maintain a level of security at their Range, protecting their investment, keeping out vandals, also limiting operating hours and range safety. If operating hours are violated, this

could result in range closure, so a limit to access ensures both the Range's safety and the facility's neighbors.

This site is well laid out and in front of rolling hills with ravine-like features. The Range was positioned to make the best use of the terrain to control projectile escapement and minimize construction costs. The original developers effectively utilized the natural terrain in their layout.

Note: Please know that Backstops and Side Berms will be discussed with specifics for each shooting bay below. Some of the Backstops and Side berms at this facility need repair, and some backstops do not meet the minimum suggested height published in the NRA Range Source Book (NRARSB) and are too low to expect total projectile containment. A backstop is a device to stop or re-direct bullets fired on a range, and a backstop is a crucial component providing range safety and use for people in the area in and beyond a rifle or pistol range.

Current NRA safety philosophies are predicated toward range self-containment of shot rounds, i.e., "if it's shot here, keep it here." A properly constructed backstop at a rifle and pistol range is usually built out of a core material of compacted soil, rock, or crushed cement, covered by rock-free earthen material, up to a recommended height of twenty (20) feet at a 1:1 slope (soil type dependent), with a four foot-wide flat top. Backstop width will depend on the number of shooting stations the range operator wants to be installed at the firing line.

The toe of the Backstop's slope may be stabilized with sandbags or like material to prevent slumping or ongoing erosion. Other alternatives for backstops include steel bullet traps (various models and styles exist), a membrane skin covering the ground, recycled chopped rubber airplane tires, or a pressed block material of the same substance.

Side Berms (Exterior Berms) are typically an earthen or concrete embankment or wall constructed to restrict bullets to a given area. A side berm dramatically reduces any chance that discharged rounds will travel outside the left and right boundaries of the bay. The NRARSB recommends that the minimum height of side berms be eight feet with a minimum width at the top of 3-4 feet.

Communication between the various shooting bays and emergency notification off property is unavailable by landline phones. There is limited cell coverage at the property.

An additional area of concern is the potential for grass fires down Range. Outdoor range grass fires are common and often start beyond the confines of the Range. Often the determining cause of the fires is sparks caused by ricochet rounds impacting rocks or steel targets. I did not see effective fire suppression systems such as firefighting tools or portable water tank and pump in or on the property.

#### The Public Line

The bay, known as The Public Line, is a 38 shooting position bay with primary target distances ranging from 15 to 150 yards. (See Fig 4)

There are approximately 954 yards of target distance available to this bay. The firing direction is North. Currently, all rifle calibers except the 50BMG are allowed in this bay. This bay is very well made with overhead cover and concrete shooting benches. A control booth/enclosure is located behind the firing line near the middle Figure 4 of the 38 shooting positions.



Range rules and Safety signage is lacking along the firing line. There is no safety alarm system to notify the shooters or Range Safety Officers if the integrity of the firing line is breached.

#### Silhouette Range

This shooting bay is located at the most western boundary of the property and will accommodate up to 15 shooting positions. Most often, shooting on this bay is limited to 5 shooters. The fire direction on this bay results in some cross-fire at longer distances (See fig 5).

The bay currently has targets located at various distances out to 900 yards.



Figure 5

Target distances have been requested to 1000 yards, but those requests have not yet been approved. Target stations are placed in areas, not in the original layout of this bay, and this bay accommodates all calibers less than 50BMG.

This bay has no left (West) or right (East) side berm protection. The intermediate Backstop height is only 7 ft above grade. Two residences are located down-range just off the facilities West property line. (See Fig 6)



Figure 6

These houses are in a direct line of fire of any muzzles pointed towards the left boundary of this bay. In addition, one of the houses is less than 350 yards from at least one of the present target positions.

The furthermost house is located approximately 800 yards from the left side of the firing line. However, it is directly in line with the most left target at the 200-yard line and the

most left shooting position of the firing line. (See Fig 7)

There have been two documented incidents where these houses have reported bullet impacts on their property.

There is no line of communication to the RSO's at the Public Line or any other bay.

#### Small Bore Bay

This bay is a 20 shooting position range that offers shooting of all calibers up to 30/06. Range rules and Safety signage is lack-



Figure 7

ing along the firing line. There is no safety alarm system to notify the shooters or Range Safety Officers if the integrity of the firing line is breached.

The West side Berm is approximately 191 yards long with an average height of 25 feet. The East side berm is about 202 yards long with an average height of 30 feet. The intermediate down rage backstop is 8 feet above grade.

There is no line of communication to the RSO's at the Public Line or any other bay.

#### **PPC West**

This traditional PPC range uses a cable target system at 100 yards. This bay supports all pistol calibers and rifle calibers, including 5.56. The Left (West) side berm is constructed of dirt and is 30 feet above grade. The right (East) side berm is CMU construction and is 7 feet above grade. This right side berm is a divider between the PPC West and PPC East bays. The length of this side berm is 50 yards which accommodates the PPC firing line. The Backstop is dirt and is 25 feet above grade.

Range rules and Safety signage is lacking, and there is no line of communication to the RSO's at the Public Line or any other bay.

#### **PPC East**

This traditional PPC range uses a cable target system at 100 yards. This bay supports all pistol calibers and rifle calibers, including 5.56. The Left (West) side berm is CMU construction and is 7 feet above grade. This right side berm is a divider between the PPC West and PPC East bays. The length of this side berm is 50 yards which accommodates the PPC firing line. The right (East) side berm is constructed of dirt and is 30 feet above grade. The Backstop is dirt and is 25 feet above grade.

Range rules and Safety signage is lacking, and there is no line of communication to the RSO's at the Public Line or any other bay.

#### 1000 Yard Point and 600 Yard Firing Line

This bay supports 17 shooting stations shooting calibers up to and including 50BMG. (See Fig 8)

The target line is a target pit system using counterbalanced weighted target stands that raise for shooting and are lowered for scoring. (See Fig 10)



Figure 8

There is evidence that bullets are impacting high above the target pit.

The earth base of the large elevated shooting lane identifying numbers all show signs of multiple bullet impacts. This indicates that bullets are leaving the confines of the designed 1000-yard Bay. (See Fig 9)



Figure 9



This bay's direction/trajectory of fire includes the 600-yard firing line. The 600-yard firing line shares the same target pit and targets as the 1000-yard firing line, requiring only one firing line to be used simultaneously. The 600-yard firing line can support up to 30 shooting positions, and ten stations is the typical number of shooters using the bay.

Figure 10

Target pit access is through a locked gate; all patrons must see the RSO on duty to obtain the key. (See Fig 11) There is no way to (phone or radio) communicate to manage access to the 1000-yard firing line.



Range access is accomplished by controlling the 1000-yard gate key and the Target Pit gate key. Beyond the Target Pit gate access to the 600-yard firing line is managed by an additional RSO controlled gate.

Figure 11

There were no First Aid / Trauma bags near the shooting bay firing line. Communication between the various shooting bays and the RSO's safety or emergency notification off property is unavailable.

Range rules and Safety signage is lacking.

#### **IPSC Fields**

The IPSC fields are 12 separate bays between 25 and 100 yards long. Most of the bays have vegetation growing in the areas where shooters are expected to be moving and shooting. By design, these bays have no fixed shooting positions built to accommodate IPSC-type shooting. This allows the user to utilize this bay for tactical training such as movement while shooting or other dynamic types of training.

These bays have earth backstops and side berms. These bays are used with portable barricades and obstacles designed to create move and shoot scenarios.

There were no First Aid / Trauma bags near the shooting bays. Communication between the various shooting bays and the RSOs for safety or emergency notification off property is unavailable.

Range rules and Safety signage is lacking.

Bay summary is as follows:

- 1. Bay 1 The side berms are of sufficient height. The Backstop is only 17feet above grade.
- 2. Bay 2 The side berms are of sufficient height, and the Backstop is only 17feet above grade. There is a steel (flag) pole rising above the Backstop near the center of the bay.
- **3.** Bay 3 Most side berms are of sufficient height, and the Backstop is only 17feet above grade. The left side berm at the junction with the Backstop is too low and presents a projectile escapement hazard.
- **4.** Bay 4 Most side berms are of sufficient height, and the Backstop is only 17feet above grade. The left side berm at the junction with the Backstop is too low and presents a projectile escapement hazard.
- 5. Bay 5 Most side berms are of sufficient height, and the Backstop is only 17feet above grade. The right side berm at the junction with the Backstop is too low and presents a projectile escapement hazard.
- 6. Bay 6 The side berms are of sufficient height. The Backstop is only 17 feet above grade.

- 7. Bay 7 The side berms are of sufficient height. The Backstop is only 17 feet above grade.
- 8. Bay 8 The side berms are of sufficient height. The Backstop is only 17 feet above grade.
- 9. Bay 9 The side berms are of sufficient height. The Backstop is only 10 feet above grade.
- 10. Bay 10 The side berms are of sufficient height. The Backstop is only 10 feet above grade.
- 11. Bay 11 The side berms are of sufficient height. The Backstop is only 10 feet above grade.
- 12. Bay 12 The side berms are of sufficient height. The Backstop is only 12 feet above grade.

#### Recommendations

- The current access procedure may be marginally appropriate even with RSO oversight. The current range check-in procedures are insufficient and do not meet the Best Practices standard used nationwide in similar organizations and facilities.
- 2. A facility and safety rule orientation should immediately be required for anyone wanting to use the facility. This orientation can be online-based or in-person, and records of successful completion should be maintained. Patrons should be directed to update the orientation briefing every 12 months.
- I would suggest a more comprehensive log-in sheet system that captures, at a minimum, shooter (s) name, date, time in, time out, shooting bays used, and weapons used. These log sheets should be collected, reviewed, and filed for a minimum of 120 days.
- 4. Serious consideration should be given to suspending all shooting activity on the Silhouette Bay until physical and procedural changes are made. Without modifications, it is unsafe to allow shooting in this bay. The orientation of the bay to the two residences, the lack of any side berm containment, and the location of several targets create significant liability for the facility.
- 5. All down-range targets in the Silhouette bay should be checked against this bay's planned/designed layout. Any targets added to this bay that were not approved

- or found to comply with the Master Plan should be immediately removed.
- 6. Create a timeline that would require all club policies and procedures, including all forms, signage, and online process, to be reviewed, modified, or updated as necessary. This review process should be documented, and proof of the reviews should be maintained indefinitely.
- 7. The range perimeter signage is minimal. I recommend signs that say "Caution Shooting Range" or "Caution Live Fire Shooting Range" or similar be posted every 150 feet along the entire perimeter on all four sides. A fence along the border, where feasible, should be installed. This fence need not be very elaborate in design (a single wire strand design would suffice) but should be in place along with the suggested signage to mark the property boundary and alert any passersby that they are entering a live fire area. \*\*See Ops Manual Section XII Miscellaneous a. Perimeter Fence.
- A lead management plan that includes and or follows current best practices for outdoor ranges should be developed. See EPA Document; Best Management Practices for Lead at Outdoor Shooting Ranges EPA-902-B-01-001 Revised June 2005 Region 2
- 9. The backstop height should be increased to the suggested height of at least 20 feet with a minimum of 4 feet width/depth at the highest part ON ALL BAYS. See the NRA range Sourcebook for backstop design considerations. All berms and backstops would benefit from additional grooming and maintenance as the NRA Range Source Book recommends. \*\*Note: Many bays have bullet containment berms at the intermediate target locations, and these intermediate berms do not fall into the backstop category and need not be 20 feet above grade.
- 10. The Side Berm height should be increased to the suggested height of at least 8 feet <u>ON ALL BAYS</u>. See the NRA range Sourcebook for backstop design considerations. All berms and backstops would benefit from additional grooming and maintenance as the NRA Range Source Book recommends.
  - PPC East and West Bays have Concrete Masonry Unit (CMU) block side berms that need to be raised from the current height of 7 feet to a minimum height of 8 ft above grade. An added feature, although not necessary, would be to add some form of ballistic rubber panels to the CMU walls in the potentially high-impact areas.
- 11. Consideration should be given to establishing at least a partial No Blue Sky (NBS) configuration in the 1000-yard Range. Blue-sky elimination can be accomplished by installing single or multiple baffles. Another proven technique is the installation of a sight restrictor at the firing line, preventing the shooter from seeing above a certain height. This can be in the form of a portable stand made of wood or other materials that eliminates sight above a pre-selected height on

the Backstop, a piece installed from the front side of the firing line enclosure, or a similar device.

12. Examples of possible baffle solutions can be found in figures 12 and 13. An adequately engineered overhead downrange baffle system is the only way to guarantee projectile containment.





Figure 12 Figure 13

Without an overhead baffle system, it is impossible to guarantee projectile containment even under an RSO's supervision and management. Because the 1000-yard bay has a fixed firing line, a simple and cost-effective baffle system, as depicted in figure 12 above, would significantly enhance the ballistic envelope of the 1000-yard bay.

- 13. Installation of a phone system or some other method of communication between shooting bays should be considered. At the very least, a process of calling 911 and a procedure to facilitate this emergency procedure should be worked out and published. The property GPS coordinates should be posted with every phone or communications method to notify First Responders of the exact location of the emergency. This could be critical information to a Life Flight Pilot.
- 14. Install an electronic firing line monitor with an audible alarm for firing line breaches during shooting activities on all fixed firing line bays. If open shooting is allowed, this system's activation will be the first person's responsibility to begin shooting operations on that bay. The system should be active during all shooting activities, and the last person shooting will be responsible for turning off the power as they leave the bay.

An alternative to firing line management would be a Hot/Cold range flag indicating the current shooting status. However, a responsible person (RSO) would need to be present to maintain verbal control of all shooters.

15. A first aid kit access system should be developed to allow easy and quick access to a trauma kit configured specifically for gunshot injuries. The absence of tourni-

- quets and a method of tension pneumothorax decompression TPD) must be addressed. The treatment of TPD is for only the trained responder but having the tools necessary allows a person with the knowledge to help the victim.
- 16. The metal (flag) pole directly behind the Backstop in the IPSC Bay 2 should be relocated immediately.
- 17. All IPSC bays should be cleared of vegetation in any areas shooters will be moving and shooting during engagement scenarios. Trimmed foliage will allow shooters and the RSOs to move through the course of fire without any vegetation trip hazards or snake issues.
- 18. Enforce the existing "Firearm Cleaning Rule" listed in the Ops Manual. Stop handling and cleaning firearms in the parking lot.
- 19. A policy should be established and aggressively enforced that prohibits the placement of any unauthorized targets down-range or on the backstop and or berm surfaces.
- 20. A policy that prohibits shooting in any direction but down Range should be established and aggressively enforced. When side-to-side shooting is desired, the side berms should be constructed to the backstop standard, i.e., a minimum of 20 feet tall and at least 4 feet wide at the top.
- 21. Range Safety Rules should be posted between every 4<sup>th</sup> shooting lane. Other safety-related rules of operation or expected behavior signs should be positioned appropriately to provide the best opportunity for all shooters to see.
- 22. A lead management plan that includes and or follows current best practices for outdoor ranges should be developed. See EPA Document; Best Management Practices for Lead at Outdoor Shooting Ranges EPA-902-B-01-001 Revised June 2005 Region 2

#### Conclusion

The Washoe County Regional Shooting Facility. (WCRSF) located at 21555 Pyramid Way, Reno, NV 89510, has a long tradition of supporting and promoting shooting sports in the greater Washoe County region. The facility is embraced by the community and has the potential to be the region's premier shooting facility.

This visit aimed to assess and evaluate the current operations and design of the facility. As I inspected the current range design and construction, for the most part, it has many outstanding qualities and amenities not often found in outdoor shooting ranges.

The primary shortcoming of this facility is in the construction and layout of the outdoor

shooting bay backstops, the absence of baffles, and the side berms (specifically the Silhouette bay). The recommended repairs on these safety elements would tremendously enhance the safety of the facility and the surrounding property.

A secondary concern is the lack of access control and overall communication and coordinated supervision between shooting bays during shooting activities. The range rules listed in the Ops Manual are consistent with best practices of range management. However, the lack of immediate communication between the bays and range management creates a potential for miscommunication and misunderstanding.

The level of safety on a range with shooting bays located across the expanse of this facility requires instant communication between active bays and range management. The safety of shooting activities is directly proportionate to the level of access, range management control, and shooter education. It is difficult, if not impossible, to expect a reasonable level of firearm handling, range etiquette, and target access without instant communication between all involved.

At the very least, range management should have 100 percent accountability of the facility's patrons. In a critical incident, the accountability of who was present at the time will be necessary to the investigation. At present, that essential ability to identify all involved is nonexistent. The public line shooting activities are well managed by the range staff, but shooting often takes place simultaneously on other bays. Relying on the 3<sup>rd</sup> party users to maintain that level of information is problematic. This shooter information should be a facility-wide requirement.

We must all understand that even the most secure ballistic envelope can be compromised based on the shooter's intent.

Appendix A Lists Shooting Range Guidance publications that may assist in developing procedures, rules, and compliance documents and practices.

Submitted by:	
EGM.A-	
	July 3, 2022
Edward M. Santos	 Date
Owner/Founder	
Tactical Services Group	

# Appendix A

# **Shooting Range Guidance**

#### EPA GUIDANCE

- EPA Region 2 Website
  - o http://www.epa.gov/Region2/waste/leadshot/
- EPA Brochure: "Do You Use Best Management Practices for Lead at Your Outdoor Shooting Range?", 2001.
  - <a href="http://www.epa.gov/Region2/waste/leadshot/brochure.pdf">http://www.epa.gov/Region2/waste/leadshot/brochure.pdf</a>
- EPA Guidance Manual: "Best Management Practices for Lead at Outdoor Shooting Ranges", January 2001.
  - o <a href="http://www.epa.gov/Region2/waste/leadshot/download.htm">http://www.epa.gov/Region2/waste/leadshot/download.htm</a>
- EPA Certification Program
  - o http://www.epa.gov/Region2/waste/leadshot/certif.htm
- EPA Presentation on Best Management Practices for Lead at Outdoor Shooting Ranges
- EPA Innovative Technology
  - o http://www.clu-in.org/conf/itrc/smartemp 062805/resource.cfm

## **DOD GUIDANCE**

- DOD Guidance on Range TRI Reporting, March 2000.
  - Range Guidance 3.0
- US Army Guidance: "Prevention of Lead Migration And Erosion From Small Arms Ranges", August 1998.
  - www.uscg.mil/Systems/gse/ET.final.02.04.pdf
- Sustainable Management of Leadon Small Arms Ranges
  - o <a href="http://www.dtic.mil/ndia/2003environ/ed3.pdf">http://www.dtic.mil/ndia/2003environ/ed3.pdf</a>
- Soil Treatments to Limit Lead Mobility
  - o <a href="http://www.rangeinfo.org/resource-library/NSRS/04PolicyTrack/SoilTreatments.pdf">http://www.rangeinfo.org/resource-library/NSRS/04PolicyTrack/SoilTreatments.pdf</a>

### **DOI** Website

o <a href="http://www.doi.gov/greening/sustain/shooting.html">http://www.doi.gov/greening/sustain/shooting.html</a>

# <u>INDUSTRY GUIDANCE</u>

- National Sports Shooting Foundation, "Environmental Aspects of Construction and Management of Outdoor Shooting Ranges", 1997
  - <a href="http://www.rangeinfo.org/resource\_library/facility\_mngmnt/environ-ment/EAofCMofOSR.PDF">http://www.rangeinfo.org/resource\_library/facility\_mngmnt/environ-ment/EAofCMofOSR.PDF</a>

- National Shooting Range Symposium: Environmental Laws as They Apply to Shooting Ranges
  - o http://www.rangeinfo.org/resource library/NSRS/08PolicyTrack/EnvLaws.pdf
- **National Association of Shooting Ranges** 
  - o http://www.rangeinfo.org/resource library/resLibDetl.cfm?CAT=Facility%20Management
- National Rifle Association Range Source Book must be ordered
  - o http://www.nrahq.org/shootingrange/sourcebook.asp

# MISC STATE GUIDANCE

- Colorado Department of Public Health and Environment. "Corrective Action at Outdoor Shooting Ranges Guidance Document." January 2005
  - o http://www.cdphe.state.co.us/hm/shootingrange.pdf
- Indiana. The DNR Shooting Range Program. March 2004.
  - o http://www.in.gov/dnr/files/shooting.pdf
- Michigan Dept of Environmental Quality: "Managing Lead at Your Shooting Range", June 2001
  - o http://www.oshainfo.gatech.edu/lead/stewardship.pdf
- **State of Florida Website that includes the following:** 
  - o Florida Dept of Environmental Protection: "Best Management Practices For environmental Stewardship of Florida Shooting Ranges", 2004
  - o Florida Dept of Environmental Protection: Range Operator Checklist
  - o Florida Dept of Environmental Protection: Record-Keeping And Evaluation Checklist
  - o http://www.dep.state.fl.us/waste/categories/hazardous/pages/lead.htm
- Massachusetts Dept of Environmental Protection: "Managing Lead Shot at Your Range", 2001
  - o www.mass.gov/dep/toxics/stypes/pbbro2.doc

## SAMPLE STEWARDSHIP PLANS

- Environmental Stewardship Plan-Rod and Gun Club & Sportsman Association
  - o <a href="http://www.rangeinfo.org/resource">http://www.rangeinfo.org/resource</a> library/resLibDetl.cfm?CAT=Facility%20Management
- State of Florida: Environmental Stewardship Plan Template
  - o http://www.dep.state.fl.us/waste/quick topics/publications/shw/hazardous/shootingrange/EnvironmentalStewardship word.doc

- National Association of Shooting Ranges: Environmental Stewardship Plan Templates
  - o http://www.epa.gov/region2/waste/leadshot/bmp2 7.pdf

# MISC. GUIDANCE

- Interstate Technology and Regulatory Council, "Characterization and Remediation of Soils at Closed Small Arms Firing Ranges", January 2003
  - o http://www.itrcweb.org/Documents/SMART-1.pdf
- Interstate Technology and Regulatory Council, "Environmental Management at Operating Outdoor Small Arms Firing Ranges", February 2005
  - o http://www.itrcweb.org/Documents/SMART-2.pdf

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