

ATTACHMENT D EVALUATION CRITERIA AND NEGOTIATIONS

In accordance with Section 287.057 (1) (c) 4., Florida Statutes, a Respondent who has submitted a response to this ITN that fully conforms in all material respects to all of the ITN's requirements, including all form and substance, may be deemed by the Department as responsive (Section D.1, below) and responsible (Section D.2, below).

Any deviation from the requirements of this ITN may be cause for the Department to deem a response non-responsive and such response will not be considered for evaluation.

Only replies that the Department deems both responsive and responsible will be evaluated as described in this attachment. Respondents submitting the highest scoring evaluated replies may move on to the Negotiation Phase (Section D.4, below).

D.1 RESPONSIVE RESPONDENT

- A. The Department will review responses submitted timely to this ITN for compliance with the required criteria. The questions that will be used by the Department, to determine whether replies are “responsive” or “non-responsive,” are shown in the below table.

If the answer to any of the questions in the table below falls into the “No” column, the response will be deemed “non-responsive” and will not be reviewed further.

QUESTIONS		YES	NO
1.	Does the response include the Original Response Mandatory Documentation required in Attachment C, Response Submission Requirements? Letter: Signed by an individual having authority to bind the respondent? <input type="checkbox"/>		
2.	Does the response include the Mandatory Handgun Sample Units as required in Attachment C, Response Submission Requirements, Section C.2?		
3.	Does the response include all the Handgun Documentation (with the original response only) , as required in Attachment C, Response Submission Requirements, Section C.3, Item 3?		
4.	Does the response include Attachment E, Past Performance – Client References (with the original response only) , as required in Attachment C, Response Submission Requirements Section C.3, Item 9.?		
5.	Does the response include a signed Attachment F, Price Sheet (with the original response only) , as required in Attachment C, Response Submission Requirements, Section C.3, Item 10.?		
6.	Does the response include a signed Attachment G, Required Certifications (with the original response only) , as required in Attachment C, Response Submission Requirements, Section C.3, Item 11.?		
7.	If the principal place of business (per section 287.084 F.S.) outside of Florida, does the response include documentation (with the original response only) as required in Attachment C, Response Submission Requirements, Section C.3, Item 12?		

The Replies deemed responsive by the Department will then be reviewed to determine if the Respondent is also responsible, as indicated below.

D.2 RESPONSIBLE RESPONDENT

A Respondent who has the capability in all respects to perform the requirements of this ITN and the subsequent awarded contract may be deemed responsible. In order for a Respondent to be deemed by the Department as responsible, the Respondent must meet all of the following criteria:

1. Has submitted a demonstrated history of satisfactory performance; and
2. Maintains an “active” registration in SunBiz with the Division of Corporations at the Florida Department of State.

The Department reserves the right to utilize sources other than those supplied by the Respondent to obtain additional information regarding the Respondent’s capability of fully performing the subsequent awarded contract, as well as, its integrity and reliability to assure good faith performance as a responsible Respondent.

Such additional sources may include, but are not limited to, news sources, court filings, internet searches, and on-line reports available from other state agencies or the federal government. Factors that may result in a finding that the Respondent is not responsible include, but are not limited to, filing for bankruptcy or insolvency, conviction of a crime by any corporate officer involving fraud, dishonesty, unfair or deceptive trade practices, bid or price fixing, or any other offense related to corporate business practices, or having a contract with any state or governmental entity terminated for breach or for failure to perform, within the past ten (10) years.

If the Department utilizes additional sources, it will do so regarding the Respondents with whom the Department intends to negotiate.

The Department will reject Replies submitted by any Respondent not deemed to be responsible.

D.3 EVALUATION CRITERIA

The Department will review and evaluate each responsive and responsible Respondent’s response and award points based on the following criteria:

Evaluation Criteria	Possible Points
Pricing	1200 ¹
Technical Response	1200
Handgun Operation	600
Total Possible Final Score	3,000

In the example below, there are four (4) evaluators and four (4) respondents. The Department will add together the Respondent’s Pricing Points, Technical Response Points, Handgun Operation Points, and Handgun Maintenance Points to calculate the Respondent’s Final Score:

RESPONDENT’S FINAL SCORE SCORING EXAMPLE:

(NOTE: All scoring examples provided in this document are instructional only and do not represent actual points to be awarded.)

¹ The Pricing evaluation is comprised of two sections (see, D.3.1, Pricing Evaluation Scoring, below), each section worth a maximum of 600 points.

RESPONDENT'S FINAL SCORE CALCULATION				
Respondent	Pricing ² Points	Technical Response Points	Handgun Operation Points	Respondent's Final Score
Respondent C	975	1060	550	2,585
Respondent D	900	1085	560	2,545
Respondent B	900	1055	575	2,530
Respondent A	745.45	1075	567.67	2,388

The Final Scores will be rounded to the nearest whole number and will be arranged by the Department from highest to lowest. The Department intends to conduct negotiations with Respondents who received the top three (3) highest Final Scores.

D.3.1 PRICING EVALUATION SCORING

The Procurement Officer will review each responsive and responsible Respondent's submitted Price Sheet, Attachment F, and calculate points, based on the following:

Section 1. – The Averaged Price per unit for new Primary and Secondary handguns during the Original Contract Term: The Respondent submitting the lowest averaged unit price will automatically receive the maximum of 600 points.

Section 2. – The Overall Trade-In Credit Price of Current handguns and ammunition: The Respondent submitting the highest Overall Trade-In Credit Price will automatically receive the maximum of 600 points.

The remaining Respondents will receive a percentage of the maximum points using the formula below, starting with the Respondent submitting the next lowest proposed averaged unit cost. Points will be rounded to the nearest hundredth decimal. This process continues until each proposed averaged total unit cost has been calculated for each Respondent using the below formulas.

Section 1:

<i>Lowest Averaged Unit Price</i>	÷	=	%	x	600	=	<i>Points assessed for the Respondent's Averaged Unit Price</i>
<i>Next-lowest Averaged Unit Price</i>							

Section 2:

<i>Next-highest Overall Trade-In Credit Price</i>	÷	=	%	x	600	=	<i>Points assessed for the Respondent's Overall Trade-In Credit Price</i>
<i>Highest Overall Trade-In Credit Price</i>							

For the purposes of tabulating the final Price Evaluation Scoring for Attachment F, Price Sheet, the points for both Section 1 and Section 2 will be added together to calculate the Respondent's final Pricing Points.

² In this scoring example, and the examples provided below, no single Respondent submitted the best pricing for both pricing sections evaluated.

SCORING EXAMPLE:

The Scoring Example provided below is instructional only and does not represent actual points to be awarded. In this example, rounding was utilized for ease of reference. Points are also not calculated using any weighting.

Section 1 – Averaged Unit Price:

In this example there are four (4) respondents each submitting an Averaged Unit Price as indicated below:

Respondent	Averaged Unit Price
Respondent A	\$ 550.00
Respondent B	\$ 600.00
Respondent C	\$ 800.00
Respondent D	\$ 500.00

In this example table, Respondent D submitted the lowest Averaged Unit Price, therefore, Respondent D would receive the 600 maximum points. Utilizing the following formula, the next lowest Averaged Unit Price (submitted by Respondent A) would be assessed points as follows:

$$\frac{\$500.00}{\$550.00} = 91\% \text{ (or } 0.91) \times 600 = 545.45$$

Section 2 – Overall Trade-In Credit Price:

The same four (4) respondents submitted an Overall Trade-In Credit Price as indicated below:

Respondent	Overall Trade-In Credit Price
Respondent A	\$ 100,000.00
Respondent B	\$ 200,000.00
Respondent C	\$ 300,000.00
Respondent D	\$ 150,000.00

In this example table, Respondent C submitted the highest Overall Trade-in Credit Price, and therefore, would receive the 600 maximum points. Utilizing the following formula, points for the next highest Overall Trade-In Credit Price (submitted by Respondent B) would be calculated as follows:

$$\frac{\$200,000.00}{\$300,000.00} = 67\% \text{ (or } 0.67) \times 600 = 400$$

Total Price Evaluation Score:

Each Respondent's Averaged Unit Price Points and their Overall Trade-In Credit Price Points are added together to determine each Respondent's Total Pricing Points as follows:

Respondent	Averaged Unit Price Points	Overall Trade-In Credit Points	Total Pricing Points
Respondent A	545.45	200	745.45
Respondent B	500	400	900
Respondent C	375	600	975
Respondent D	600	300	900

D.3.2 TECHNICAL RESPONSE EVALUATION SCORING

Each responsive and responsible Respondent's response will be independently evaluated based on the criteria and points scale below. Each Response will be evaluated and scored by at least three (3) evaluators, who collectively have experience and knowledge in the requirements as outlined in this solicitation, with the exception of the Past Performance Evaluation, which will be reviewed and calculated by the Procurement Officer.

The scoring tabulation table below will be used to tabulate points for the Technical portion of a responsive and responsible Respondent's Response. Column 2 represents the maximum points possible that can be awarded for each component.

TECHNICAL RESPONSE SCORING	
Technical Evaluation Criteria	Column 2 Maximum Points Possible
1. Table of Contents	N/A
2. Executive Summary	N/A
3. Past Performance	60
4. Trade-In Allowance/Credit Plan	90
5. Buy-Back Plan	100
6. Maintenance/Warranty Plan	750
7. Training Plan	200
TECHNICAL RESPONSE – TOTAL POSSIBLE POINTS	1200

Each evaluator's total points assessed for each respondent's Technical Response will be added together and averaged to determine the Respondent's Final Technical Response Points.

TECHNICAL RESPONSE SCORING EXAMPLE:

In the example below, there are four (4) evaluators and four (4) respondents. The Technical Response scores in this example were calculated based on the total points earned by each respondent for each criterion within their Technical Response, as scored by members of the evaluation team. The individual evaluator's total points for each Respondent were added together and then averaged to calculate the Respondent's Final Technical Response Points.

TECHNICAL RESPONSE CALCULATION					
Respondent	Evaluator A's Total Points	Evaluator B's Total Points	Evaluator C's Total Points	Evaluator D's Total Points	Technical Response Points
Respondent A	1070	1060	1090	1080	1075
Respondent B	1050	1040	1070	1060	1055
Respondent C	1060	1050	1080	1050	1060
Respondent D	1070	1080	1100	1090	1085

D.3.2.1 PAST PERFORMANCE EVALUATION

The Respondent shall submit three (3) separate Client Past Performance Questionnaires (Attachment E); that have been completed, signed, and notarized by three of the Respondent’s clients for which the Respondent has provided products or services similar to the products or services required in and meeting the specifications of this solicitation. If it is determined experience is not similar, the Respondent will receive no points for the Questionnaire. Please note: Only non-FLHSMV clients can be utilized.

- A. At least one (1) client must verify that the Respondent provided the minimum experience required by this solicitation. If none of the clients verify the required experience, the Respondent will be deemed non-responsive and its Response will be rejected.
- B. If the required information in A. above is provided, the Respondent will be eligible to earn points related to past performance based on each client’s answers to the questions contained in the Client Past Performance Questionnaire. **(20 total possible points per Questionnaire).**
- C. The points received on each Questionnaire will be assigned Past Performance Points based on the following ranges:

Points Range from Questionnaire	Past Performance Possible Points
<20	0
20 - 24	10
25 - 30	20

D.3.2.2 TRADE-IN ALLOWANCE CREDIT PLAN

As described in Attachment C – Submission Requirements, Section C.3, Subsection 4, the Respondent’s Trade-In Allowance/Credit Plan will be evaluated and awarded points based on the following point structure **(90 total possible points)**:

Possible Points	Scoring Criteria
10	The component contained significant deficiencies and omissions and lacked meaningful detail.
20	The component is below average. It met some of the minimum requirements but did not address all elements requested.
50	The component is average and met the minimum requirements with minimum detail.
70	The component is above average. It exceeded the minimum requirements and provided good detail.
90	The component is excellent. It exceeded the minimum requirements and contained exceptional content and detail.

D.3.2.3 BUY-BACK PLAN

As described in Attachment C – Submission Requirements, Section C.3, Subsection 5, the Respondent’s Buy-Back Plan will be evaluated and awarded points based on the following point structure **(100 total possible points)**:

Possible Points	Scoring Criteria
20	The component contained significant deficiencies and omissions and lacked meaningful detail.
40	The component is below average. It met some of the minimum requirements but did not address all elements requested.

60	The component is average and met the minimum requirements with minimum detail.
80	The component is above average. It exceeded the minimum requirements and provided good detail.
100	The component is excellent. It exceeded the minimum requirements and contained exceptional content and detail.

D.3.2.4 MAINTENANCE/WARRANTY PLAN

As described in Attachment C – Submission Requirements, Section C.3, Subsection 6, the Respondent’s Maintenance/Warranty Plan will be evaluated and awarded points based on the following point structure **(750 total possible points)**:

Part 1: Warranty Plan (300 points possible)

Possible Points	Scoring Criteria
0	The component contained significant deficiencies and omissions and lacked meaningful detail.
50	The component is below average. It met some of the minimum requirements but did not address all elements requested.
100	The component is average and met the minimum requirements with minimum detail.
200	The component is above average. It exceeded the minimum requirements and provided good detail.
300	The component is excellent. It exceeded the minimum requirements and contained exceptional content and detail.

Part 2: Maintenance Plan (150 points possible)

Possible Points	Scoring Criteria
0	The component contained significant deficiencies and omissions and lacked meaningful detail.
50	The component is below average. It met some of the minimum requirements but did not address all elements requested.
75	The component is average and met the minimum requirements with minimum detail.
100	The component is above average. It exceeded the minimum requirements and provided good detail.
150	The component is excellent. It exceeded the minimum requirements and contained exceptional content and detail.

Part 3: Warranty/Maintenance Questions (300 points possible)

Question	Scoring Criteria – Points Possible		
Question 1	Yes = 60 points	1 tool = 30 points	>1 tool = 0 points
Question 2	Yes = 0 points	No = 60 points	
Question 3	Yes = 0 points	No = 60 points	
Question 4	Yes = 60 points	No = 0 points	
Question 5	Yes = 60 points	No = 0 points	

D.3.2.5 TRAINING PLAN

As described in Attachment C – Submission Requirements, Section C.3, Subsection 7, the Respondent’s Training Plan will be evaluated and awarded points based on the following point structure **(200 total possible points)**:

Possible Points	Scoring Criteria
0	The component contained significant deficiencies and omissions and lacked meaningful detail.
50	The component is below average. It met some of the minimum requirements but did not address all elements requested.
100	The component is average and met the minimum requirements with minimum detail.
150	The component is above average. It exceeded the minimum requirements and provided good detail.
200	The component is excellent. It exceeded the minimum requirements and contained exceptional content and detail.

D.3.3 HANDGUN OPERATION EVALUATION SCORING

Each responsive and responsible Respondent's handgun submittal will be independently evaluated based on the criteria and points scale below.

Each handgun will be evaluated and scored by nine (9) shooters, based on its functionality and operation during a single day firing range event at the FHP Academy. The event will include the firing of each handgun (Primary and Secondary), as outlined in EXHIBIT 2, Handgun Evaluation Protocol. Each handgun will be tested and evaluated using the Handgun Operation Evaluation Form, Attachment H1 and H2. Categories for evaluation will include the following components: Comfort, Ease of Use, Trigger, Magazine Loading/Unloading, Sights, and Recoil. Shooting scores will also be recorded on each form. Each shooter will use a rating scale of 1 through 5 for each of the six (6) categories to be rated and those rates will be assigned points as follows:

Rate	Scale	Points
1	Poor = Deficient, unsatisfactory	0
2	Fair = Just passable, tolerable, below average	5
3	Acceptable = Meeting only the minimum requirements, adequate, average	10
4	Good = Satisfactory in quality, above average	15
5	Excellent = Scores well above good, first class, superior	20

Total Number of Categories:	6
Total Possible Points:	120

The total possible points from each shooter's evaluation form for the six categories rated for each handgun will be added to the shooter's firing score for that handgun, included on the same form, to determine a Handgun Total for each handgun for that shooter. Points will be rounded to the **nearest hundredth decimal**.

The Maximum Handgun Total that could be assessed by any one shooter for a handgun is reflected below:

<i>Max Evaluated Categories Points (120 points possible)</i>	+	<i>Max Firing Score (330 points possible)</i>	=	<i>Max Handgun Total (450 points possible)</i>
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The maximum Handgun Operation Points possible for this evaluation category is 600. Of the total points possible, the Primary Handgun's scoring will be worth 90% of the maximum available category points (540 maximum points), and the Secondary Handgun's scoring will be worth 10% of the maximum available category points (60 maximum points).

Each Handgun Total will be divided by the maximum handgun points possible and then multiplied by the points possible for that handgun:

Primary Handgun Scoring

$$\frac{\text{Handgun Total}}{\text{Max Handgun Total}} = \frac{\text{Percentage of Maximum Points}}{\text{Points}} \times \text{Primary Handgun Max Points} = \text{Primary Handgun Points}$$

Shooter 1 Primary Handgun Example:

$$\frac{400}{450} = .89 \text{ or } (89\%) \times 540 = 480$$

Secondary Handgun Scoring

$$\frac{\text{Handgun Total}}{\text{Max Handgun Total}} = \frac{\text{Percentage of Maximum Points}}{\text{Points}} \times \text{Secondary Handgun Max Points} = \text{Secondary Handgun Points}$$

Shooter 1 Secondary Handgun Example:

$$\frac{435}{450} = .96 \text{ or } (96\%) \times 60 = 58$$

The Primary Handgun Points will be added to the Secondary Handgun Points to determine the Combined Handgun Points:

<i>Primary Handgun Points (540 points possible)</i>	+	<i>Secondary Handgun Points (60 points possible)</i>	=	<i>Combined Handgun Points (600 points possible)</i>
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Shooter 1 Combined Handgun Points Example:

$$480 + 58 = 538$$

All shooter's Combined Handgun Points will be averaged together to determine each total Handgun Operation Points.

Example – Respondent A, Total Handgun Operation Points:

Respondent A	Combined Total
Shooter 1	538
Shooter 2	590
Shooter 3	575
Handgun Operation Points	567.67

D.4 NEGOTIATION PHASE

Negotiation sessions may be conducted with the top three (3) highest Final Scoring Respondents. The Department reserves the right to negotiate with more or less than the top three Respondents if it is determined by the Department to be in the best interests of the state to do so. Negotiations will be scheduled as deemed necessary by the Department and held at a location determined by the Department. The Department reserves the right to conduct negotiations in any order sequentially or concurrently; schedule all negotiations for one day or on separate days; require additional demonstrations or documentation to fully or better understand what the Respondent is offering; and limit the number of individuals attending negotiations on behalf of a Respondent.

Negotiation sessions are not open to the public and each negotiation session shall be face-to-face or via video conferencing (if needed as available). All negotiation sessions will be recorded by the Department. The Department may terminate negotiations at any time for any reason with any or all scheduled Respondents or extend negotiations with any or all scheduled Respondents if to do so is in the Department's best interests. If an event beyond the Respondent's control occurs (e.g., weather causing a travel delay), the Department shall have the sole discretion to conduct negotiations with the affected Respondent(s) in whatever manner best meets the Department's needs, including via telephone, or not conduct negotiations at all. The Department is under no obligation to award a contract as a result of negotiations.

Each Respondent scheduled to participate in negotiations with the Department shall provide the following at each negotiation session:

- a. Company representatives capable of binding the Respondent to contractual terms and pricing.
- b. Oral/technical presentation of their firm's capabilities, costs, and approach to meeting the requirements of this ITN.
- c. Answers to Department questions regarding the Respondent's capabilities, prices, approach and/or understanding about the Department's needs and expectations.

After the conclusion of all the negotiation sessions, utilizing selection criteria based upon the ITN and negotiations, the Department will request a Best and Final Offer (BAFO) from one or more Respondents. Respondents sent a request will submit a BAFO to the Department setting forth a Respondent's best offer in reply to the ITN, and to confirm the Respondent's agreement to the negotiated terms.

D.5 BASIS OF AWARD

Any award of a contract under this ITN shall be made to the responsive and responsible Respondent that the Department has determined provides the overall best value to the state based on factors that include, but are not limited to, price, quality, design, and workmanship.

D.6 CONTRACT FORMATION

The Department intends to negotiate the terms and conditions listed in this ITN. The terms may be modified during negotiations at the sole discretion of the Department. No additional documents submitted by a Respondent will be incorporated into the Contract unless they are specifically identified by the Department and incorporated by reference into the subsequent awarded contract.