



STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

October 1, 2019

Solicitation Number: FLHSMV ITN 066-19
Solicitation Title: Florida Highway Patrol Handguns

This solicitation includes the following attachments:

Attachment	A	-	Special Instructions
Attachment	B	-	Scope of Services
Attachment	C	-	Submission Requirements
Attachment	D	-	Evaluation Criteria and Negotiations
Attachment	E	-	Past Performance Client Questionnaire
Attachment	F	-	Price Sheet
Attachment	G	-	Required Certifications
Attachment	H	-	Handgun Operation Evaluation Form
Attachment	I	-	Handgun Maintenance Evaluation Form
Exhibit	1	-	Handgun Testing Request
Exhibit	2	-	Handgun Evaluation Protocol

It is important that Respondents monitor the Vendor Bid System (VBS) for any changes to this solicitation. It is the responsibility of the Respondent to check the VBS for new or changing information.

To receive information on FLHSMV solicitations 24 hours a day, 7 days a week, visit the Vendor Bid System at http://vbs.dms.state.fl.us/vbs/search.criteria_form

Note: Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

ATTACHMENT A SPECIAL INSTRUCTIONS

- A.1 Solicitation Number:** FLHSMV ITN 066-19
- A.2 Solicitation Type:** Invitation to Negotiate
- A.3 Solicitation Title:** Florida Highway Patrol Handguns
- A.4 Date of Issuance:** October 1, 2019
- A.5 Issuing Officer:** Ashley Balkcom
Department of Highway Safety and Motor Vehicles
Neil Kirkman Building
2900 Apalachee Parkway, MS# 31
Tallahassee, FL 32399-0500
Email: AshleyBalkcom@flhsmv.gov

A.6 Calendar of Events:

The projected solicitation timeline is shown below (all times are Eastern Standard Time). The Department reserves the right to amend the timeline in the State’s best interest. If the Department finds it necessary to change any of the activities/dates/times listed (other than those listed as “anticipated”), all interested parties will be notified by addenda to the original solicitation document posted on the Vendor Bid System (VBS) (http://myflorida.com/apps/vbs/vbs_www.main_menu).

Please note: The Department reserves the right to post early or in the best interest of the state.

EVENT	DATE/TIME	LOCATION
Solicitation Issued by the Department	October 1, 2019	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu
Deadline for Receipt of Written Inquiries	October 8, 2019 5:00 pm	Address provided in Section A.5, above
<u>Anticipated</u> Date for Department Responses to Contractor Questions	October 18, 2019	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu
Deadline for Receipt of Replies ¹ (Handgun Samples and Technical)	October 28, 2019 2:00 pm	Address provided in Section A.5, above
Opening of Technical Responses	October 28, 2019 2:30 pm	
Opening of Handgun Sample Units	October 29, 2019 10:00 am	Address provided in Attachment C – Submission Requirements, C.2
<u>Anticipated</u> Evaluation of Replies	November 4-8, 2019	Various
<u>Anticipated</u> Dates for Negotiations	November 18-22, 2019	TBD
<u>Anticipated</u> Date of Award	December 9, 2019	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu

¹ “Replies” and “Responses”, in both singular and plural, are used interchangeably and mean the document submitted in response to, and in accordance with, this ITN by a prospective contractor.

EVENT	DATE/TIME	LOCATION
<u>Anticipated Contract Start Date</u>	December 18, 2019	N/A

Note: Solicitation activities shall take place on the date and time indicated above, where applicable, with the exception of recognized State holidays (see, section 110.117, Florida Statutes (F. S.)). For planning purposes, prospective contractors should consider the utilized mailing service's observed holidays.

A.7 General and Special Instructions

The General Instructions to Respondents, PUR 1001, is incorporated herein by reference and provided at the following link:

https://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/state_purchasing_pur_forms

In the event of conflict between the General Instructions and Special Instructions (Attachment A), the Special Instructions shall have priority.

A.8 Mandatory Requirements:

The Department, as defined herein, has established certain requirements with respect to responses submitted to competitive solicitations. The use of "shall", "must", or "will" (except to indicate the future) in this ITN, indicates a requirement or condition from which a material deviation cannot be waived by the State. A deviation is material if in the Department's sole discretion, the deficient response is not in substantial accord with the ITN requirements; provides a competitive advantage to one vendor over other vendors or has a potentially significant effect on the cost to the Department or the quantity or quality of items proposed. The words "should" or "may" in this ITN indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such desirable feature will not in itself cause rejection of a response.

A.9 Restriction on Communications:

In accordance with Section 287.057(23), Florida Statutes:

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting of the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

A.10 Contractor Questions:

Note: To the extent this section conflicts with PUR 1001, General Condition #5, the below Special Instruction takes precedence.

The Department will receive all questions pertaining to this ITN no later than the date and time specified for written inquiries in Section A.6, Solicitation Timeline. All inquiries must be made **in writing** and sent by email to the Issuing Officer identified in Section A.5. At a minimum, the subject of the email should include the solicitation number and the Vendor's company name. **No telephone inquiries will be accepted.** Any information received through any oral communication will not be binding on the Department and should not be relied upon by a prospective contractor.

The Department's response to questions received will be posted as an addendum to this ITN as specified in Section A.6, Solicitation Timeline. Any addenda or written answers supplied by the Department's Issuing Officer to participating prospective contractors' written questions, become part of this solicitation. The Department reserves the right to respond to late-submitted questions if to do so is in the state's best interest (e.g., the question identifies inconsistent terms that could negatively impact service delivery or pricing). However, the Department is under no obligation to respond to late-submitted questions.

A.11 Solicitation Addenda:

If the Department finds it necessary to supplement, modify, or interpret any portion of the ITN during the solicitation period, a written addendum will be posted on the VBS. Prospective contractors may be required to acknowledge receipt of addenda in writing. Notice of such requirement will be posted with the addenda on the VBS. A representative who is authorized to contractually bind the prospective contractor must sign any addenda to this ITN, if requested.

It is the prospective contractor's responsibility to check the VBS periodically for any information or updates to this ITN. The Department bears no responsibility for any consequences associated with a prospective contractor's failure to obtain the information made available through the VBS.

A.12 Cost of Reply Preparation:

Neither the Department nor the State of Florida is liable for any of the costs incurred by prospective contractors in preparing and submitting a reply.

A.13 Prohibition of Gratuities:

By submission of a response, a prospective contractor certifies that no elected official or employee of the State of Florida has or shall benefit financially or materially from such response or subsequent contract in violation of the provisions of Chapter 112, Fla. Stat. Any contract issued as a result of this ITN may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

A.14 Number of Awards:

The Department seeks to contract with one (1) contractor to perform the services as outlined in Attachment B, Scope of Services.

A.15 Type of Contract Contemplated:

The contract resulting from this solicitation will be a combination of fixed price in accordance with the negotiations.

This solicitation, including all its addenda, the Department's written response to written inquiries, and the negotiated terms shall be incorporated by reference in the final contract document.

A.16 Term of Contract and Optional Renewal Term:

The anticipated initial term of the contract will be five (5) years. In accordance with subsection 287.057 (13), Fla. Stat., the contract may be renewed, at the option of the Department, for a period of up to five (5) years.

Renewal must be implemented prior to expiration of the original contract term, must be in writing and must be based on the original terms and conditions of the contract, including any lawfully issued amendment(s). The Department reserves the right to structure the renewal term in any combination up to (5) five years.

A.17 Reply Clarification:

The Department reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of replies from all respondents. Failure to provide requested information may result in rejection of the response.

A.18 Joint Ventures and/or Legal Partnerships:

Joint ventures or legal partnerships shall be viewed as one (1) prospective contractor. Authorization for signatures provided by a joint venture/legal partnership shall have authorizations attached thereto and must be submitted with the reply to the ITN.

A.19 Posting of Notice of Intent to Award:

The Department will post a Notice of Intent to Award, stating its intent to enter into one (1) contract, on the VBS website http://vbs.dms.state.fl.us/vbs/main_menu.

The Notice of Intent to Award will remain posted for a period of seventy-two (72) hours, not including weekends or state-observed holidays. Failure to file a protest within the time prescribed in subsection 120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

ATTACHMENT B SCOPE OF SERVICES

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B.1 DEFINITIONS

For the purposes of this solicitation attachment, the following words or terms shall have the indicated meaning:

- A. **Awarded Contractor** (also referred to as “Successful Contractor” or “Contractor”) – The party selected for award under this Invitation to Negotiate (ITN), with whom the Department intends to enter into a formal contract.
- B. **Best Value** – As defined in Section 287.012, Florida Statutes, means the highest overall value to the state based on factors that include, but are not limited to, price, quality, design, and workmanship.
- C. **Business Day** – **Any** day on which State of Florida governmental agencies conduct normal business, typically Monday through Friday, excluding State-observed Holidays.
- D. **Business Hours** – The hours of 8:00 a.m. to 5:00 p.m., local time, on any business day. (Note: Florida is geographically situated in both the Eastern and Central time zones.)
- E. **Contract** – A formal document that contains or incorporates the terms and conditions that apply to the purchase to be made pursuant to this ITN, as executed between the Department and awarded Contractor.
- F. **Contract Term** – The longest period of time the contract could remain in effect, including the optional renewal term and any required extension(s) authorized under the provisions of Section 287.057(12) and (13), Florida Statutes. Whether the contract remains in effect during this entire time frame is dependent upon satisfactory performance by the Contractor, continued appropriation by the Legislature, and other factors stated in the ITN and resulting contract.
- G. **Contractor or Prospective Contractor** – The party selected for award under this ITN, with whom the Department intends to enter into a formal contract document. May also be referred to as “Vendor”.
- H. **Days** – Calendar days, unless otherwise stated.
- I. **Extensive Repair** – Any repair that costs more than 50% of the replacement value of the unit.
- J. **Fully-operational** – Means after repair the equipment has been returned to full functionality as intended at the time it was newly manufactured.
- K. **Manufacturer** – A n entity that makes a product or goods via a process involving raw materials, components, or assemblies, usually on a large scale, with different operations divided among different workers
- L. **Primary Handgun** – A full-sized, semi-automatic handgun that will be the primary duty service handgun authorized for use by officers of the Florida Highway Patrol.
- M. **Repaired** – The condition of equipment that has been mended or serviced by the contractor, upon request of the Department, and returned to the Department by the contractor as fully operational.
- N. **Responsible or Responsible Vendor** – As defined in Section 287.012(25), Florida Statutes, means the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

- O. **Respondents** – Entities submitting a formal response to this ITN; may also be referred to as “Contractors”, “Prospective Contractors” or “Vendors.”
- P. **Responsive or Responsive Vendor** – As defined in Section 287.012(26), Florida Statutes, means a submitted response that conforms in all material respects to the solicitation.
- Q. **Secondary Handgun** – A small, concealable handgun, often referred to as a “compact or subcompact” designed for off-duty, back-up, or covert investigative use by officers of the Florida Highway Patrol.
- R. **State** – State shall be synonymous with the Department of Highway Safety and Motor Vehicles.
- S. **Subcontractor** – Any person, other than an employee of the Contractor, who performs any of the services listed in this solicitation for compensation paid by the Contractor.
- T. **Warranty** – A written statement that guarantees that an item will continue to perform and operate as designed and intended by the manufacturer for at least the entire period for which the warranty is in place. The warranty to be provided for any item purchased as a result of this ITN shall be a full and complete manufacturer’s repair and replacement warranty.

B.2 BACKGROUND

The Department of Highway Safety and Motor Vehicles’ (Department), Division of Florida Highway Patrol (FHP) currently has approximately 2,500 primary handguns and 281 secondary handguns in its inventory and issued to uniformed officers. The current primary handgun is the Glock 37 Gen 4 and the issued secondary handgun is the Glock 39. Each officer issued a Glock 37 is currently issued four (4) magazines with the handgun.

The primary handgun is worn on a leather duty belt by uniformed officers with extra magazines kept on the belt in a leather magazine pouch. The Department currently mounts a light with an on/off switch to the bottom of the primary handgun’s frame.

B.3 PURPOSE

The Department is issuing this ITN to establish a contract with a contractor to provide a handgun solution for the replacement of its current primary handguns and secondary handguns that are issued to FHP law enforcement officers. The Contractor shall be responsible for providing primary handguns, secondary handguns, magazines, training, warranties, maintenance and support, and must provide buy-back and trade-in options for the Department’s current handgun inventory.

The primary handguns, secondary handguns, and any associated products and services provided by the awarded contractor shall ensure officer safety, ease of use, maximum retention, effectiveness of use, and ongoing ammunition availability, as more specifically described below in Section B.5.

All Respondents shall be responsible for reading and understanding the specifications and instructions contained in this ITN.

B.4 MANDATORY SERVICE DELIVERY REQUIREMENTS

The Department is seeking to contract with one (1) contractor to provide primary handguns, secondary handguns, and any associated products and services. By executing a contract resulting from this ITN, the awarded contractor agrees to be held and shall be responsible for all products and services contemplated by this ITN during the term of the resulting contract, including any optional renewal or extension term.

B.5 SCOPE OF SERVICES

The Department is seeking handguns as identified by manufacturers that best meet the specifications contained herein. Manufacturers must identify one (1) primary handgun and one (1) secondary handgun to submit for response. Responses will be accepted from the manufacturer of the handguns **or** from one (1) designated and certified reseller. Resellers submitting a response may only submit on behalf of one (1) manufacturer. The Department has attached EXHIBIT 1 – Handgun Testing Request to formally request manufacturer-identified handguns to be submitted with the response.

The awarded Contractor must meet the requirements in subsection A., below, and shall provide primary handguns, secondary handguns, and all associated products and services that meet or exceed the following requirements:

A. Experience, Certification and Licensure

- 1) The awarded Contractor shall be either the Manufacturer or the manufacturer's designated and certified reseller for each handgun proposed.

A valid reseller's certification from the handgun manufacturer is required to be submitted with the response in accordance with the requirements in Attachment C, Submission Requirements.

- 2) The awarded Contractor shall have a minimum of five (5) years experience providing the products or services similar to the requirements of this ITN.
- 3) The awarded Contractor shall possess a valid Federal Firearms License which allows for the transfer of the firearms and ammunition under this ITN.

A valid copy of the current Federal Firearms License is required to be submitted with the response in accordance with the requirements in Attachment C, Submission Requirements.

B. Primary Handguns and Related Hardware

The awarded Contractor shall provide Primary Handguns (typically referred to as full-sized handguns) that can be used in holsters worn by law enforcement officers on a leather duty belt while performing law enforcement activities. All primary handguns shall meet or exceed the following minimum specifications:

- 1) 9 MM;
- 2) Matte black finish;
- 3) Polymer or metal frame design;
- 4) Tenifer, diamond like carbon coating or other industry type hardening or coating to the slide and barrel;
- 5) Semi-automatic type function;
- 6) Striker fired;
- 7) Full-size 4.0 to 5-inch barrel length;

- 8) Chambered in 9 MM (9 x 19 mm) capable of firing up to a 147 grain round
- 9) Metal night sights (tritium three dots one-on-front-sight and two-on-rear-sights);
- 10) Internal removable magazine (metal or plastic is acceptable);
- 11) Multiple grip sizes (sizing back-straps or modular design is acceptable);
- 12) Reversible or ambidextrous magazine release;
- 13) Minimum magazine capacity of 17 rounds for the 9mm;
- 14) Rear slide serrations
- 15) MIL-STD-1913 accessory mounting rail/standardization agreement 2324 rail or comparable feature capable of accepting Streamlight or Surefire pistol lights;
- 16) No external manual safeties (trigger blocks are not considered external manual safeties);
- 17) Loaded chamber indicator (including visual and tactile loaded chamber indicator (LCI) but not required to be two-toned in color);
- 18) Minimum of two (2) internal safeties;
- 19) Trigger pull must be a minimum of 4 lbs. of pressure and not exceed 7.5 lbs. to fire the handgun;
- 20) Must come with a hard storage case, four (4) removable magazines, and a basic cleaning kit that includes rod and bore brush; and
- 21) Shall not require the use of tools for field stripping for cleaning at the operator level.

In addition to the minimum specifications above, the Department prefers that the primary handgun provided by the awarded Contractor is capable of the following:

- 22) Being easily reconfigured to other calibers or frame sizes utilizing the same fire control group/trigger mechanism;
- 23) Accepting a pistol-mounted red dot optic; and
- 24) Does not require a trigger pull for disassembly.

C. Secondary Handguns and Related Hardware

The awarded Contractor shall provide Secondary Handguns (typically referred to as a compact or subcompact handgun) that can be used without a duty belt in a concealed/covert manner or as a secondary handgun. The Secondary Handgun will only be issued to specific individuals in the patrol and will serve as a secondary, backup, or covert type handgun, and will not serve as an everyday primary handgun; therefore, all specifications required for the Primary Handgun may not apply. The less restrictive specifications allow the department increased flexibility in the selection of the manufacturer, model, construction material of the handgun, and enhancement features the handgun may offer. Secondary handguns shall meet or exceed the following minimum specifications:

- 1) 9 MM;
- 2) Matte black finish;
- 3) Polymer or metal frame design;
- 4) Tenifer, diamond-like carbon coating or other industry-type hardening or coating to the slide and barrel;
- 5) Semi-automatic type function;
- 6) Striker fired;
- 7) Minimum magazine capacity of 10 rounds for 9 mm;
- 8) Barrel length of 3.1 to 3.9 inches;
- 9) Chambered in 9 MM (9 x 19 mm) capable of firing up to a 147 grain round;
- 10) Internal removable magazine (metal or plastic is acceptable);
- 11) Rear slide serrations;

- 12) Loaded chamber indicator;
- 13) Metal night sights (tritium three dots one-on-front-sight and two-on-rear-sights);
- 14) Minimum of two (2) internal safeties;
- 15) No external manual safeties (trigger blocks are not considered external manual safeties);
- 16) Trigger pull must be a minimum of 4 lbs. of pressure and not exceed 7.5 lbs. to fire the handgun;
- 17) Must come with a hard storage case, two (2) removable magazines, and a basic cleaning kit that includes rod and bore brush; and
- 18) Shall not require the use of tools for field stripping.

In addition to the minimum specifications above, the Department prefers that the secondary handgun provided by the awarded Contractor is capable of the following:

- 19) Does not require a trigger pull for disassembly.

D. Additional Handgun Purchases

The Department reserves the right to purchase from the Contractor additional Primary and Secondary handguns at any time during the contract term.

Purchase of any additional handguns by the Department will be at the resultant contract prices, in addition to any applicable fees and/or taxes. Upon Department request, the Contractor shall provide a list and supporting documentation detailing purchases made by FHP members under this contract.

E. Discontinued/Unavailable Handguns

At any time during the contract term, if a handgun selected pursuant to this ITN can no longer be provided for reasons beyond the Contractor's control (e.g., discontinued), the Contractor shall notify the Department's Contract Manager in writing as soon as the Contractor becomes aware of, or is notified of, the issue by the manufacturer or distributor, if applicable, (whichever occurs first). Notification to the Department's Contract Manager shall include, but not be limited to, the following information:

- 1) Discontinued unit description, brand and item number;
- 2) Date the Contractor was notified by the Manufacturer of the item's discontinuance; and
- 3) Proposed alternate handgun with description, brand and item number.

All proposed alternate units shall meet or exceed all terms, conditions, and specifications of this ITN.

The Department's Contract Manager will review the information received and reply with his/her written approval or disapproval within five (5) working days. Written approval of the proposed alternate handgun will have the same force and effect as an amendment to the Contract.

Approved alternate handguns will be provided at the same or lower pricing than the pricing established in the Contract.

Alternate handguns provided to the Department, without prior written approval of the Department's Contract Manager are prohibited, will be rejected and returned

at the Contractor's expense, and may be cause for termination of the Contract immediately and without notice.

F. Estimated Quantities

It is anticipated that the awarded Contractor shall provide the Department approximately 2,482 primary handguns and 281 secondary handguns.

Quantities are approximate and for informational purposes only and should not be construed as representing actual, guaranteed, or minimum purchases to be made under a resulting contract or purchase order.

The estimated quantities are subject to change depending on the legislatively approved budget. The Contractor should be prepared, therefore, to provide increased or decreased numbers of items during the life of the contract.

G. Warranty

All handguns provided under this ITN shall include a lifetime warranty against defects in material, workmanship and mechanical function for each handgun, which shall be factored into the cost of the handgun. There shall be no additional costs related to any warranty provided.

The lifetime warranty shall be in effect for the duration of the Department's ownership of the handgun (from date of receipt of delivery by the Department) and shall be inclusive of all shipping costs related to repair or replacement of any handgun that becomes defective or otherwise fails to perform as expected. The lifetime warranty does not apply to normal wear and tear of any parts/components and is not transferable to any other person, company, or organization.

The warranty shall provide that defective handguns will be repaired, adjusted or replaced by the Contractor with the same or comparable quality parts/components, or a new identical handgun, if being replaced, at no additional cost to the Department, within thirty (30) days of receipt of the handgun from the Department, pursuant to the warranty. The Contractor shall provide written notice to the Department's Contract Manager upon receipt of a handgun submitted for repair or replacement. All repairs and adjustments shall be made at a facility within the continental United States.

If a defective handgun is in need of extensive repair, as defined in Section B.1, Definitions, the Contractor shall replace it with a new identical handgun that includes the original manufacturer's warranty. If the repairs are not considered extensive, the Contractor shall repair the handgun and not replace it. The repaired handgun will remain under its original manufacturer's warranty.

The Contractor shall notify the Department's Contract Manager, in writing, within five (5) business days of receipt of the handgun whether the handgun will be repaired or replaced. The Department's Contract Manager will provide written approval within five (5) business days. In the event the Contract Manager does not agree with the Contractor's decision, the Contract Manager will provide the reasons for disagreement in writing to the Contractor within five (5) business days. The parties will use best efforts to resolve the issue; however, if they are unable to agree, the Department will have final authority in the matter.

In the event that any component of a handgun requires repair more than three (3) times while under warranty in any six (6) month period, due to no fault or

negligence on the part of the Department, the Contractor must replace the handgun with a new identical handgun.

The Contractor shall provide a "Warranty Claim" form to the Department's Contract Manager within five (5) days of purchase order issuance, if a particular form is required for the processing of the warranty claims.

Warranty shall include next day shipping of covered parts/components and maintaining an adequate supply and ensuring availability of all replacement parts/components during the entire contract term of five (5) years.

H. Recall(s)

At any time during the contract or purchase order term, if there is a recall of any of the products or component thereof, or any parts or accessories provided through this ITN, the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department in monitoring the recall operation and in preparing such reports as may be required. The Contractor shall, at the request of the Department, give the Department all reasonable assistance in recovering any recalled products or components that are not in accordance with the requirements of this solicitation and issued contract. The Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or to the condition or performance of the Product(s) otherwise. The Contractor, at its own cost, shall ensure defective recalled products are rectified, replaced or destroyed in compliance with all applicable laws, rules or regulations, and the Department's specifications and instructions.

I. Training Requirements

The cost of all handguns provided under this ITN shall include training to FHP personnel, as described below:

- 1) The Contractor shall provide three (3) instructor-led, 1-day Armorer Certification Course training sessions to Department personnel. Each certification training session shall provide instruction on the mechanical functioning, disassembly/reassembly, maintenance, troubleshooting, and field repair of each handgun. The training session shall be designed to provide student instructors training and extensive hands-on practice on the maintenance, inspection, and service of the handgun while preserving the factory warranty.
- 2) In addition, the Contractor shall provide the Division Armorer with the skills needed to certify and/or recertify additional Department personnel as outlined above. The Contractor shall coordinate with and ensure that the handgun manufacturer participates in training provided to FHP's Division Armorer.
- 3) The Contractor shall provide three (3) instructor-led, Train-the-Trainer sessions to Department personnel, which should be no more than 3-days in duration. These training sessions will be designed to assist the Department in establishing a new handgun operator transition training program. The training course shall provide student instructors the tools needed to provide effective teaching methods in the practical application and use of the handguns, and the skills needed to certify and/or recertify additional Department personnel.

- 4) Each training session will allow for approximately twenty (20) Department attendees and shall include for each attendee a certification appropriate to the session attended, that shall be valid for a period of no less than three (3) years.
- 5) The Contractor shall provide additional training sessions at the request of the Department as needed.
- 6) All training sessions course types shall be held in-person at:

The Florida Highway Patrol Training Academy
75 College Drive
Havana, Florida

Sessions shall be delivered by the Contractor on mutually-agreeable dates, to occur within sixty (60) days of the Department's written request (email acceptable).
- 7) The Contractor shall allow the Department to reschedule and/or cancel a training session without penalty. The Department will provide the Contractor with at least ten (10) business days' notice of cancellation.
- 8) There shall be no separate charges or fees related to any training course conducted by the awarded Contractor under the Contract.

J. Trade-In Requirements

The awarded Contractor will provide a one-for-one* trade-in program for handguns currently being utilized by the Department that shall include unused ammunition in unopened cases. Contractor shall allow a credit on trade-ins toward the purchase of the new handguns described in this ITN.

The table below describes the items to trade-in for credit and the estimated quantity for each:

TRADE-IN ALLOWANCE/CREDIT	
ITEMS FOR TRADE-IN	ESTIMATED QUANTITY
*Primary Handgun: Glock 37 Gen 4 plus four (4) magazines	2,482 each
*Secondary Handgun: Glock 39, compact plus two (2) magazines	278 each
SIMS Munition Glock 17T Training Handguns	123 each
Glock Red 17R Training Handguns	59 each
Glock Red 22P Training Handguns	70 each
A combination of: Ammunition Speer 45 GAP GDHP, TMJ, Frangible Ammunition, 1,000 rounds per case	1,500 cases (1,500,000 rounds)

All the items identified in the table above will be traded in at "AS IS" condition. The Primary and Secondary Handguns include engraving that includes the FHP logo

and approximately half also include radio #'s. Trade-in guns do not include non-standardized serial numbers.

Respondents must provide a trade-in allowance/credit price on Attachment F, Price Sheet for the Department's current handguns and ammunition. If the credit for the number of trade-in handguns and ammunition exceeds the cost of purchasing the new handguns, the Contractor shall offer the Department the use of the credit overage toward the purchase of additional handguns or handgun accessories available from the Contractor or any subcontractor as negotiated by the Department.

K. Buy-Back Requirements

In support of the provisions of Section 790.052, Florida Statutes, the Department seeks to provide a means for current, sworn FHP Officers to purchase their currently issued handgun (included in the Department's trade-in inventory), and at least 1,000 rounds of trade-in ammunition until rounds are depleted and unavailable. The Contractor shall, therefore, establish as part of the trade-in process a buy-back program whereby sworn FHP Officers may purchase, with their own private funds for personal ownership, their traded-in issued handgun and ammunition at the resultant contract price.

Respondents must provide "buy-back" pricing for the Department's current primary and secondary handguns and ammunition on Attachment F, Price Sheet. The price established by the Contractor must include the handgun, accompanying magazines, and shipping expenses from the Contractor to an appropriate gun dealer in the area of the purchasing FHP Officer.

In addition, for the same purpose, FHP Officers may purchase the new primary and secondary handguns being acquired through this ITN, with their own private funds for personal ownership, at the prices established in the resulting Contract, in addition to any applicable fees and/or taxes.

L. Packing, Shipping and Delivery

- 1) The Contractor shall be responsible for properly packing shipments. Packing materials consist of items utilized to securely and properly pack tangible products for shipment, storage and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. All containers and packing shall become and remain Department property.
- 2) The Contractor must deliver all shipments to the Florida Highway Patrol Training Academy, Attn: Armorer, 75 College Drive, Havana, Florida 32333.

Due to the complexity of a transition that may take up to a year for full replacement of all handguns throughout the state, the initial shipment shall be delivered as mutually agreed upon and accepted during negotiations.

After the initial shipment, all handguns will be purchased by the Department on an as-needed basis and shall be delivered within one-hundred eighty (180) days of purchase order issuance.

The awarded Contractor must arrange for pick-up of the handguns and ammunition being traded-in by FHP at the same location that the new handguns are delivered to. Transportation of the trade-in handguns and

ammunition must be at the Contractor's expense and should occur as mutually agreed upon and accepted during negotiations.

It is preferred, but not required, that the Contractor send a personal representative to the shipping location in lieu of arranging for transportation via common carrier. This preference is based upon providing to both parties the ability to agree upon the exact items being transferred by visual verification and signature on an Inventory Transfer Form provided by FHP.

In the event the Contractor prefers common carrier transportation, an Inventory Transfer Form itemizing all handguns and ammunition being shipped will be completed by Department personnel and included with the shipment, and an electronic copy will be emailed to the Contractor at the email address provided by the Contractor. This Inventory Transfer Form will be the official documentation of the number of items shipped.

Upon receiving the shipment of trade-in handguns and ammunition, the Contractor will have three (3) business days to examine the shipment and compare it to the Inventory Transfer Form. Notice of any discrepancies found by the Contractor must be provided to the Department's Contract Manager, in writing, within the three (3) business day period. Failure by the Contractor to contest the contents of the shipment within the three (3) business day period will mean the Contractor agrees that the items listed in the Inventory Transfer Form were received and the Contractor will not contest the completeness or condition of the shipment at a later date.

The Contractor shall notify the Department's Contract Manager within five (5) days of purchase order issuance of any potential shipping delays. Contractor shall ensure that any delivery company utilized must contact FHP's Division Armorer no less than 24 hours prior to all deliveries. The delivery vehicle must be equipped with a lift gate.

- 3) Any or all items delivered to the Department not meeting the specifications of this solicitation (and resultant contract), or that are found to be defective, will not be accepted. Such items will be returned to the Contractor at the Contractor's expense for refund or replacement. Since it is impossible for the Department to inspect all items upon arrival, the Contractor shall afford a reasonable opportunity for inspection and returning of defective items.
- 4) Deliveries shall be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding state holidays, unless otherwise stated on a purchase order.
- 5) Inside warehouse door delivery is required for all shipments. The Contractor will be responsible for the following, where applicable:
 - a. require freight carriers to have lift-gate capabilities;
 - b. mark waybills with "INSIDE DELIVERY REQUIRED";
 - c. require delivery drivers to unload all shipments; and
 - d. have the necessary tools or equipment to unload pallets or boxes.

FHP employees will not be responsible and may not be utilized for unloading shipments. The Department reserves the right to reject a delivery should inside delivery not be in accordance with these terms. The Contractor accepts full responsibility for the rejected delivery, and timely redelivery, within five (5) working days, in accordance with these terms.

M. Added Value

During the negotiation phase, the Department will consider items of added value in determining the best overall value. The Department strongly encourages any of the following to be offered, but not limited to:

1. Ability to purchase training handguns similar to the Primary Handgun as negotiated by the Department;
2. Handgun replacement parts as negotiated by the Department to include, but not be limited to, bench stock parts;
3. A Radio-Frequency Identification (RFID) inventory option as negotiated by the Department; and
4. Additional added value items for negotiation.

B.6 DELIVERABLES

The Contractor shall provide the deliverables required under the resulting contract in accordance with Table 1, Deliverable Schedule, below. All written deliverables, if applicable, must be approved, in writing, by the Department’s Contract Manager prior to use or dissemination. Deliverable due dates may be changed/extended upon prior, written approval of the Department

TABLE 1: DELIVERABLE SCHEDULE		
	DELIVERABLE	DUE DATE
A.	Primary Handguns	As mutually agreed upon and accepted during negotiations.
B.	Secondary Handguns	As mutually agreed upon and accepted during negotiations.
C.	Training Courses	Within thirty (30) days of Department request.

B.7 COMPENSATION

A. Contract Amount

The payment structure for the Contract is fixed price (unit cost). All unit prices will be listed in the Contract.

B. Contract Payment

- 1) The Department will pay the Contractor, in arrears, upon the completion and written Contract Manager approval of the deliverables.
- 2) Contract payments shall be made in accordance with Section 215.422, Florida Statutes, which provides in part, that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the contract or purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is

received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. (The applicable interest rate may be obtained by contacting the Department's Fiscal Section at (850) 617-3300, or from the Department of Financial Services' website at www.myfloridacfo.com/aadir/interest.htm.)

C. Invoicing

- 1) The Contractor shall submit a properly completed invoice to the Department's Contract Manager, identified in the resulting contract, no later than thirty (30) days after completion, written approval, and acceptance of the deliverables by the Department.
- 2) The Vendor must submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end date of this Contract, whichever occurs last. Any payment due under the terms of this Contract may be withheld until all applicable deliverables and invoices due from the Vendor and necessary adjustments thereto have been approved by the Department.
- 3) The invoice shall include at a minimum:
 - The Vendor's invoice number;
 - Invoice date; and,
 - The Department's Contract/Purchase number.
- 4) All invoices for contractual services shall contain the following statements:
 - The first statement shall have a line for the Vendor's signature and shall read:
"All costs are true and valid costs assessed in accordance with the contract."
 - The second statement shall have a signature line for the Department's Contract Manager and shall read:
"All costs are true and valid costs incurred in accordance with the contract and deliverables were received and accepted."
- 5) Invoices returned to a Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman, whose duties include acting as an advocate for contractors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516.

D. Additional Payment Terms

- 1) In accordance with Section 287.0582, Florida Statutes, the State of Florida's performance and obligation to pay under the contract is contingent upon an annual appropriation by the Legislature.
- 2) The state of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of the contract.

- 3) Contractors are encouraged to accept payments for work performed under the contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System, the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting, Direct Deposit Section at http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm or by phone at (850) 413-5517.
- 4) The Contractor shall return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of the contract that were disbursed to the Contractor by the Department. The Contractor shall return any overpayment to the Department within forty (40) calendar days after either discovery by the Contractor or its independent auditor, or notification by the Department, of the overpayment.

E. MyFloridaMarketPlace

1) Vendor Registration

Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.033, Florida Administrative Code.

Also, an agency must not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S., with any prospective vendor not registered in the MyFloridaMarketPlace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system must do so within five (5) days after posting of intent to award. Information regarding the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link available under BUSINESS at www.myflorida.com). Prospective Contractors who do not have internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from the State Purchasing Office, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

2) Transaction Fee

The Florida Department of Management Services (DMS) has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee (see, statutory section for fee amount), which the Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.031, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

B.8 PERFORMANCE STANDARDS, FINANCIAL CONSEQUENCES AND LIQUIDATED DAMAGES

A. Financial Consequences

The Department reserves the right to impose financial consequences upon the Contractor for failure to comply with or perform requirements as set forth in the scope and the resulting contract.

TABLE 2: FINANCIAL CONSEQUENCES	
Deliverable	Amount
Failure to deliver the Primary Handguns by the due date as mutually agreed upon during negotiations.	\$100 per day
Failure to deliver the Secondary Handguns by the due date as mutually agreed upon during negotiations.	\$100 per day
Failure to deliver Training Courses within thirty (30) days of Department request.	\$100 per day

B. General Liquidated Damages

- 1) The Department may impose up to \$250 per day for each incident in which the Contractor has failed to perform as specified in this scope document and the resulting contract, not to exceed \$2,500 per month.
- 2) If applicable, the Department may impose up to \$250 per day for each incident, depending upon the severity, in which the Contractor inappropriately releases Driver Privacy Protection Act (DPPA) information, not to exceed \$2,500, per month.

B.9 MONITORING

- A. The Department’s Contract Manager or designated Department staff will perform monitoring during the term of the resulting contract to determine if the Contractor has met each Performance Standard identified in Section B.8., Performance Standards and Financial Consequences. Monitoring shall include review of Contractor’s compliance with not only the service delivery requirements of the resulting contract, but all other contract requirements as well. The Contractor shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Contractor which are relevant to the contract.
- B. If the Department determines that the Contractor has failed to meet a Performance Standard, the Contractor will be sent a formal contract communication in accordance with Section B.11 below. When issues of non-compliance are identified, the Contractor shall, if requested by the Department, submit a written Corrective Action Plan (CAP)

as indicated in Section B.10., Corrective Action Plan (CAP), below. NOTE: The Department is not required to request a CAP prior to assessing Liquidated Damages for failure to meet any Performance Standard.

B.10 CORRECTIVE ACTION PLAN (CAP)

- A. If the Department determines that the Contractor is out-of-compliance (i.e., has failed to perform or satisfactorily perform) with any of the provisions of the resulting contract, the Department shall notify the Contractor of the compliance issue(s) in writing.
- B. Depending upon the nature of the deficiency(ies) noted, the Department will either indicate that the Contractor is out-of-compliance and the Department is assessing liquidated damages, or the Department may require the Contractor to respond by submitting a Corrective Action Plan (CAP) within a specified time frame.
- C. A CAP is an opportunity for the Contractor to address and resolve deficiencies without the Department immediately invoking more serious remedies, up to and including contract termination. In determining whether to permit the Contractor to submit a CAP, the Department will consider the nature of the deficiency(ies), whether the Department would or could be adversely affected in any way by allowing additional time for correction, and the likelihood for successful correction by the Contractor.
- D. The CAP shall be timely submitted to the Department's Contract Manager who will review the CAP and:
 - 1) determine whether the steps to be taken and timeline for each step will likely resolve the deficiency(ies) to the Department's satisfaction and approve the CAP, in writing, for implementation by the Contractor; or
 - 2) determine that the steps to be taken and/or timelines indicated will not likely resolve the deficiency(ies) to the Department's satisfaction and reject the CAP.
- E. If the Department's Contract Manager rejects the Contractor's CAP, the reasons for rejection shall be provided in writing to the Contractor who shall have five (5) business days from receipt of the Department's rejection notice to correct/change the CAP and resubmit it. If the resubmitted CAP is similarly rejected, the Contractor shall be deemed in breach of the resulting contract and liquidated damages of \$100.00 per day shall be imposed for each day a satisfactory CAP is not submitted to the Department.
- F. The Contractor shall implement the CAP only after receiving written approval from the Department's Contract Manager or other designated Department personnel.
- G. If the Contractor does not meet the plan for resolving deficiencies established in the CAP to the Department's satisfaction, either by not resolving all deficiencies identified or by not resolving all deficiencies within the stated time frame(s), the Contractor shall be in breach of the resulting contract and shall be subject to liquidated damages.
- H. Except where otherwise specified, liquidated damages of \$100.00 per day will be imposed on the Contractor for each day that the approved CAP is not implemented to the satisfaction of the Department.

B.11 COMMUNICATIONS

Contract communications will be in three (3) forms: routine, informal and formal. For the purposes of the Contract, the following definitions shall apply:

Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within fifteen (15) calendar days of receipt. Routine communication may be via e-mail.

Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within ten (10) calendar days of receipt. Informal communication may be via e-mail.

Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, or contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

The only personnel authorized to use formal contract communications are the Department's Contract Manager, Contract Administrator, and the Contractor's CEO, Contract Manager, and Project Manager, if different. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

In addition to the personnel identified above, personnel authorized to use informal contract communications include any other persons so designated in writing by the parties.

If there is an urgent administrative issue, the Department shall make contact with the Contractor and the Contractor shall verbally respond to the Contract Manager within two (2) hours. If a non-urgent administrative issue occurs, the Department will make contact with the Contractor and the Contractor shall verbally respond to the Contract Manager within forty-eight (48) hours.

The Contractor shall respond to all communications by email or hard copy mail, as indicated in this subsection.

A date/numbering system shall be utilized for tracking of formal communications. Each party shall have its own method for tracking formal communications with each formal communication being sequentially numbered/identified in the reference line of the communication (e.g., Formal Communication 1: Request to Add Services; Formal Communication 2: Liquidated Damages; Formal Communication 3: Invoice Issues; etc.).

All written communication between the Contractor and the Department is subject to release as a public record under Chapter 119, Florida Statutes.

B.12 DIVERSITY

The Department is dedicated to fostering the continued development and economic growth of minority, veteran, and women-owned businesses. Participation of a diverse group of vendors doing business with the State is central to the Department's efforts. To this end, small minority, veteran-owned, and women-owned business enterprises are encouraged to participate in the State's procurement process as both prime vendors and subcontractors under prime contracts.

The State of Florida's Office of Supplier Diversity may be reached at 850-487-0915 and can assist in furnishing names of qualified businesses for subcontracting activities under prime contracts. (See Section B.13, Minority and Service-Disabled Veteran Business Enterprise Report, below)

B.13 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT

The Contractor shall provide to the Department a monthly Minority and Service-Disabled Veteran Business Enterprise Report. The monthly report shall summarize the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers performing any services related to the Contract for the current month.

- A. The Contractor shall complete and submit Exhibit 1, Monthly Minority and Service-Disabled Veteran Business Report, by the 5th day of the following month (or next business day if the 5th day is on a weekend day or holiday) to the following Department email address:

bpcreporting@flhsmv.gov

Note the subject line of the e-mail with: Monthly MBE DV Report

- B. Should the Contractor utilize subcontractors/material suppliers meeting the criteria in this section, but have nothing to report for the month (for whatever reason), the Contractor shall still send an e-mail to the address identified above stating that there is no information to report for the previous month.

Should the Contractor not utilize subcontractors/material suppliers meeting the criteria in this section, the Contractor shall provide a letter to the email address noted above, on Contractor letterhead, indicating that this reporting requirement does not apply. If this changes, however, at any time during the contract term, the Contractor shall immediately implement the reporting requirements of this section.

B.14 SPECIAL PROVISION(S)

- A. Additions/Deletions/Substitutions

The Department reserves the right to add, delete, or substitute services procured as a result of this ITN, that are within the general scope of the resulting Contract. Additions of services shall be at contract price or the then-current market price, whichever is lower. Deletions shall be at contract prices, meaning any reduction in products or services, shall remain at the contract price. Substitutions or additions of products or services not offered within the Contractor's response, but requested by the Department during the resulting contract term, shall be at mutually agreed prices, terms and conditions accepted in writing by both parties. If the awarded Contractor is unable or unwilling to process/perform the requested changes (additions/deletions) as written, they shall immediately notify the Department's Contract Manager in writing.

- B. General Contract Conditions

The PUR 1000, General Contract Conditions, is incorporated by reference and provided at the link below:

https://www.dms.myflorida.com/business_operations/state_purchasing/documents/forms_references_resources/state_purchasing_pur_forms

C. Termination and Cancellation

In addition to the Termination and Cancellation language in the [PUR 1000](#), the following shall also apply:

1. Termination at Will

The Department may terminate the Contract, in whole or in part, by thirty (30) days' written notice to the Contractor, if the Department determines in its sole discretion that it is in the State's best interest to do so. The Contractor must not furnish any products or services, as applicable, after it receives the notice of termination, except as necessary to complete any portion of the Contract not terminated, if any. The Contractor is not entitled to recover any cancellation charges or lost profits that may be imposed or occur as a result of termination.

2. Termination Because of Lack of Funds

In the event funds to finance the Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

3. Cancellation by the Department

In addition to any other remedies that may be available by law, the Department may unilaterally cancel the Contract upon no less than twenty-four (24) hours' notice, if any one of the following events has occurred:

- a. The Contractor has refused to allow public access to any document, paper, letter, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and subsection 119.07(1), Fla. Stat.;
- b. The Contractor knowingly employs unauthorized aliens in violation of the Immigration and Nationality Act, 8 United States Code, Section 1324a; or
- c. The Contract has become the subject of a cause of action or challenge in any State or Federal Court or administrative forum.

In the event of cancellation under this subsection, notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

4. Termination for Cause

The Department may terminate the Contract if the Contractor fails to do any of the following: (1) deliver services or products as specified during the Contract term or any extension thereof; (2) maintain adequate progress in meeting any requirement under the Contract, thus endangering performance or success of the Contract; (3) honor any term of the Contract; (4) abide by any statutory, regulatory, or licensing requirement; or (5) if the Contractor is found to have submitted a false certification in regard to, or is placed on any of the lists referenced in, Section 7., Scrutinized Companies – Termination by the Department, below. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default.

If the Contract is terminated for cause, the Contractor will continue all service delivery or work that was not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery or performance schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties must be the same as if the termination had been issued for the convenience of the Department.

In addition, waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Contract.

The rights and remedies of the Department under this clause are in addition to any other rights and remedies provided by law or under the Contract, including as to damages.

5. Termination by Mutual Agreement

The parties may mutually agree to terminate the Contract or any part of the Contract on an agreed date prior to the end of the Contract term without penalty to either Party. Any such termination shall be agreed upon in writing.

6. Contractor's Responsibilities Upon Termination or Cancellation

After receipt of notice of termination or cancellation, and except as otherwise specified by the Department or as otherwise stated in this Contract, the Contractor shall:

- a. Discontinue work under the Contract on the date, and to the extent specified, in the notice;
- b. Place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated or cancelled;
- c. Complete performance of such part of the work that was not terminated or cancelled by the Department; and
- d. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to the Contract, which is in the possession of the Contractor(s) and in which the Department has or may acquire an interest.

Upon the effective date of termination or cancellation of the Contract, the Contractor must transfer, assign, and make available to the Department all property and materials belonging to the Department, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and must make available to the Department all written information regarding the performance of the Contract. No extra compensation will be paid to the Contractor for its services in connection with

such transfer or assignment. The Department concurrently with such transfer or assignment must assume the obligations of the Contractor, if any, on all non-cancelable contracts with third parties.

Upon termination of the Contract by the Department, the Contractor must be deemed to have released and relinquished to the Department any and all claims or rights it may otherwise have to common law or statutory copyright with respect to all or any part of material prepared or created by the Contractor in the course of its performance.

7. Scrutinized Companies – Termination by the Department

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

D. Cooperation With The Inspector General

The Contractor shall cooperate and ensure that its subcontractors, if any, cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055, Florida Statutes.

ATTACHMENT C SUBMISSION REQUIREMENTS

C.1 General Instructions for Reply¹ Preparation and Submission:

The instructions for this ITN have been designed to help ensure that all responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. Information submitted contrary to these instructions may not be reviewed or evaluated, as determined by the Department.

Electronic submissions via MyFloridaMarketPlace are not required and will not be accepted for this ITN. This special instruction takes precedence over [PUR 1001](#), General Instruction #3.

Replies that include any qualifying language, conditions, caveat(s), or modification(s), or other language not meeting or changing the material requirements of the ITN, anywhere in the Reply will be viewed as a conditional reply and the Department will reject the Reply.

The prospective contractor shall submit its response in the following manner:

- a. One (1) original hard copy response in a sealed package (The original response shall be marked as the “original” and shall contain all the documents that require an original wet-ink signature(s).)

The original sealed response shall contain the Executive Summary that bears the original signature of the binding authority. The package that contains the “original” response shall be conspicuously marked “ORIGINAL” and shall contain all marked originals. Responses may be submitted via U.S. Mail, courier, or by hand delivery. Responses sent by fax or email will not be accepted. Responses received after the date and time specified in the Calendar of Events, will not be opened or considered;

- b. Seven (7) duplicate hard copies of the original response;
- c. Eight (8) USB thumb drives that each contain one (1) complete duplicate electronic copy of the original response. (The software used to produce the electronic files must be Microsoft Word 2010 and/or Excel 2010 or later and the electronic files must be logically named and easily mapped to the tabbed hard copy original; example: File 1-Tab A- Executive Summary; File 2-Tab B- Technical Response; etc.); and
- d. If applicable, one (1) redacted hard copy and one (1) redacted electronic copy of the response suitable for release to the public. (The redacted electronic copy should be on its own thumb drive and be in the same format as the other electronic copies). PLEASE NOTE: If a redacted copy is not provided, the Department will release original copy in response to a public records request.

Each of the eight (8) hard copies (1 original and 7 duplicates) should be tabbed and placed securely into three (3) ring binders or tabbed and secured in a similar fashion in order to ensure

¹ “Reply” and “Response” are used interchangeably and mean the document submitted in response to, and in accordance with, this ITN by a prospective contractor.

that pages turn easily during review. (If provided, the redacted hard copy should also be tabbed and secured in this manner.)

All pages of each copy (hard, electronic, and redacted if applicable) must be numbered, identify the ITN number, and include the Respondent's name.

(Example: Page 1, HSMV ITN 066-19, Company Name)

Reply Submission Packages may be submitted via U.S. Mail, Courier, or by hand delivery. Responses sent by fax or email are prohibited and will not be accepted.

Reply Submission Packages shall be received on or before the opening date and time specified in the Timeline of Events and upon submission become the property of the State of Florida. Responses received after the date and time specified in Timeline of Events will not be opened or considered. **PLEASE MARK PACKAGE(S) WITH: ITN 066-19-OFFICIAL REPLY- DO NOT OPEN**

All Reply Submission Packages shall be a matter of public record subject to the provisions of Chapter 119, Florida Statutes (Fla. Stat.). The State of Florida shall have the right to use all ideas, or adaptations of the ideas, contained in any response received in response to this ITN. Selection or rejection of the response shall not affect this right.

Any portion of the submitted reply which is asserted by the prospective contractor to be exempt from disclosure under Chapter 119, Fla. Stat., shall be set forth on a page or pages separate from the rest of the submission. Each page of the portion(s) asserted to be exempt shall be clearly marked "exempt", "confidential", or "trade secret" (as applicable) and shall also contain the statutory basis for such claim on every page. Pages containing trade secrets shall be marked "Trade secret as defined in section 812.081, Fla. Stat.". Failure to segregate and identify such portions shall constitute a waiver of any claimed exemption and the Department will provide such records in response to public records requests without notifying the prospective contractor. Designating material simply as "proprietary" will not necessarily protect it from disclosure under Chapter 119, Fla. Stat.

All information (other than redacted information) included in the response (including, without limitation, technical and pricing information) and any resulting Contract that incorporates the successful response (fully, in part, or by reference, including the Best and Final Offer) shall be a matter of public record regardless of copyright status, unless redacted pursuant to the terms described below. Submission of a response to this ITN shall constitute a waiver of any copyright protection which might otherwise apply to the production, disclosure, inspection and copying of such documentation.

Any confidential or trade secret information covered under section 812.081, Fla. Stat., should be either redacted or completely removed. The redacted response shall be marked as the "redacted" copy and contain a transmittal letter authorizing release of the redacted version of the response in the event the Department receives a public records request.

As a public agency, the Department is subject to the record disclosure provisions of Chapter 119, Fla. Stat., and all documents and other records in the Department's custody, whether generated by or submitted to the Department, are subject to public release unless a lawful exemption applies. This includes responses received in response to a solicitation. Accordingly, the redacted copy is requested to permit prospective contractors to correctly identify the portions of their

responses not subject to release because a legal exemption applies. Excessive claims of confidentiality, such as marking “confidential” on every page, including those on which no trade secret, proprietary, or other confidential information is present, are not acceptable.

Proper redaction includes ensuring that protected information is blacked-out, whited-out, or otherwise made non-readable.

C.2 Mandatory Handgun Sample Units

1. Primary Handgun Sample Unit

The Respondent shall provide two (2) new (unused) samples of the proposed primary handgun², along with four (4) magazines, that meet or exceed the specifications outlined in Attachment B, Scope of Services, Section B.5., subsection B., Primary Handguns and Related Hardware. Only one sample will be used for testing and evaluation. The second sample will only be used in the event of a catastrophic malfunction.

2. Secondary Handgun Sample Unit

The Respondent shall provide two (2) new (unused) samples of the proposed secondary handgun, along with four (4) magazines, that meet or exceed the specifications outlined in Attachment B, Scope of Services, Section B.5, subsection C., Secondary Handguns and Related Hardware. Only one sample will be used for testing and evaluation. The second sample will only be used in the event of a catastrophic malfunction.

3. Return Shipping Label and Materials

The Respondent shall provide pre-paid return shipping labels and materials for the sample units.

All sample units received from responsive and responsible Respondent’s, will be returned in an “as evaluated” condition and will be returned utilizing the return shipping labels and materials provided by the respective Respondent.

Sample units received from nonresponsive or rejected Respondent’s, will be returned in the same condition in which the sample was received by the Department and will be returned utilizing the return shipping labels and materials provided by the respective Respondent.

All handgun Sample Units shall be sent to the FHP Armorer at the following address, and must be received no later than the date and time specified in the Calendar of Events:

ATTN: FHP Armorer
Florida Highway Patrol
75 College Drive Suite 221-FHP
Havana, Florida 32333

C.3 Technical Response Mandatory Documentation

All Technical Response Documentation shall be sent to the Procurement Officer at the following address:

² Proposed primary and secondary handguns refer to the handguns that would be provided to the Department in the event of contract award.

Ashley Balkcom
Florida Department of Highway Safety & Motor Vehicles
Neil Kirkman Building
2900 Apalachee Parkway, MS 31
Tallahassee, Florida 32399-0500

The Respondent's reply to this ITN should be tabbed and placed securely in three (3) ring binders and shall consist of the following mandatory documentation:

1. TAB A – Table of Contents

The Respondent shall include a Table of Contents in its response. The Table of Contents shall contain section headings and subheadings along with corresponding page numbers. ***(No points will be awarded for the Table of Contents.)***

2. TAB B – Executive Summary

The Respondent shall provide an Executive Summary letter. This letter shall summarize the Respondent's response package, and shall include the Respondent's company name, address, and Federal Employer Identification (FEID) Number. The letter shall also include the name, title, address, telephone number, and email address of the Respondent's contact for its submitted response and an alternate, if available. These individuals shall have the authority to bind the company to a contract and shall be available by telephone and to attend negotiation sessions as may be appropriate. ***(No points will be awarded for the Executive Summary.)***

3. TAB C – HANDGUN DOCUMENTATION *(No points will be awarded for the Handgun Documentation.)*

a. Federal Firearms License

The Respondent shall submit a valid copy of its current Federal Firearms License.

b. Manufacturer Reseller Certification

The Respondent shall submit a valid reseller's certification from the handgun manufacturer for the handguns to be provided under this ITN.

c. Primary Handgun

The Respondent shall identify the proposed primary handgun by name, model, date manufactured, and provide a description of how the proposed primary handgun meets or exceeds the specifications outlined in this ITN. Briefly describe any additional relevant features or capabilities. Address any features that make the proposed primary handgun especially suited for the Department's intended purposes. Please note: The proposed primary handgun outlined in this section shall be identical to the submitted sample unit.

1) Manufacturer's Manuals - Primary Handgun

The Respondent shall provide a copy of the Manufacturer's User and Armorer Manuals for the proposed primary handgun.

2) Manufacturer's Warranty - Primary Handgun

The Respondent shall provide a copy of the limited lifetime manufacturer's

warranty against defects in material, workmanship and mechanical function for the primary handguns.

d. Secondary Handgun

The Respondent shall identify the proposed secondary handgun by name, model, date manufactured, and provide a description of how the proposed secondary handgun meets or exceeds the specifications outlined in this ITN. Briefly describe any additional relevant features or capabilities. Address any features that make the proposed secondary handgun especially suited for the Department's intended purposes. Please note: The proposed secondary handgun outlined in this section shall be identical to the submitted sample unit.

1) Manufacturer's Manuals - Secondary Handgun

The Respondent shall provide a copy of the Manufacturer's User and Armorer Manuals for the proposed secondary handgun.

2) Manufacturer's Warranty - Secondary Handgun

The Respondent shall provide a copy of the limited lifetime manufacturer's warranty against defects in material, workmanship and mechanical function for the secondary handguns.

4. TAB D – Trade-In/Credit Plan

The Respondent shall describe, in detail, its proposed plan to allow the Department to trade-in all handguns and ammunition in its current inventory to be used as credit towards the purchase of new handguns under this ITN. This plan shall also include a proposed transition plan for replacing all FHP handguns throughout the state considering FHP firearms qualification training held in Fall 2020. See Attachment B, Scope of Services, Section B.5, subsection J., Trade-In Requirements.

5. TAB E – Buy-Back Plan

The Respondent shall describe, in detail, its proposed plan for sworn FHP Officers to buy-back handguns through a local licensed gun seller. See Attachment B, Scope of Services, Section B.5, subsection K., Buy-Back Requirements.

6. TAB F – Maintenance/Warranty Plan

The Respondent shall describe, in detail, its proposed maintenance plan in support of the lifetime warranty. See Attachment B, Scope of Services, Section B.5, subsection G., Warranty.

7. TAB G – Training Plan

The Respondent shall describe, in detail, its proposed plan to conduct training courses per the specifications in Attachment B, Scope of Services, Section B.5, subsection I., Training Requirements.

8. TAB H – Added Value

The Respondent shall describe, in detail, its proposed plan to provide the Added Value per the specifications in Attachment B, Scope of Services, Section B.5, subsection M., Added Value.

9. TAB I – Past Performance - Client Questionnaire (Must be provided on Attachment E)

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. Please note: Only non-FLHSMV clients can be utilized.

10. TAB J – PRICE SHEET (Must be submitted on Attachment F)

Respondents shall complete and submit one (1) original of the Price Sheet (Attachment F), **with the original response**, which shall be labeled and tabbed separately.

FAILURE TO SUBMIT ATTACHMENT F, PRICE SHEET, SIGNED BY AN AUTHORIZED OFFICIAL, OR SUBMITTING A SIGNED ATTACHMENT F WITH ANY QUALIFYING LANGUAGE, CONDITIONS, CAVEAT(S), OR MODIFICATION(S), WILL RESULT IN THE REJECTION OF A PROSPECTIVE CONTRACTOR'S REPLY.

11. TAB K – Required Certifications (Must be submitted on Attachment G)

The following certifications, contained in Attachment G, Required Certifications, are mandatory:

- a. **Acceptance of Contract Terms and Conditions** - certifying that the prospective contractor accepts and agrees to comply with the terms and conditions specified in this ITN.
- b. **Organizational Conflict of Interest Certification** - certifying that the prospective contractor, its subcontractors (if applicable), subsidiaries, and partners, have no existing relationship or financial interest, and are not engaged in any other activity, that creates any actual or potential organizational conflicts of interest relating to the award of a contract resulting from this ITN, and must comply with subparagraph 287.057(17)(a)1, Fla. Stat.
- c. **US Warranty Service** - certifying that the handguns provided under this ITN will be serviced under the warranty within the United States of America at the address provided on the certification form.
- d. **Scrutinized Companies Lists** - certifying the prospective contractor's compliance with the requirements of subsection 287.135(5), Florida Statutes.

12. TAB L – Florida Preference (*No points will be awarded for Item No. 12*)

The Out-of-State Preference Letter shall be labeled and tabbed separately and should be included with the original reply only.

In accordance with Section 287.084, F.S., a Vendor whose principal place of business is located outside of the State of Florida, must accompany their Bid response documents with a written letter from an attorney-at-law, licensed to practice law in the State where their principal place of business is located, describing the preferences granted by that State (if any) to its own business entities in the award of public POs/Contracts. The written document must identify either the preference granted or contain a statement specifying that no preferences are granted.

When the lowest responsible and responsive Bid is submitted by a Bidder whose principal place of business is located outside of State of Florida, a five percent (5%) price preference shall be awarded to Bidders whose principal place of business is within the State of Florida, unless the state where the out-of-state Bidder is located provides a different price preference for businesses having a principal place of business in that state. In that case, the same price preference shall be awarded to the lowest responsible and responsive Bidder whose principal place of business is located in the State of Florida responding to this competitive solicitation.

A Vendor may submit questions regarding this requirement during the prescribed question and answer period noted in the Calendar of Events.

FAILURE TO SUBMIT ANY OF THE MANDATORY DOCUMENTATION OUTLINED ABOVE OR SUBMITTING ANY OF THE MANDATORY DOCUMENTATION OUTLINED ABOVE WITH ADDED LANGUAGE, CONDITIONS, CAVEAT(S), OR MODIFICATION(S), WILL RESULT IN THE REJECTION OF THE RESPONDENT'S RESPONSE.

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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.	Is the principal place of business (per section 287.084 F.S.) outside of Florida? IF YES , 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	300
Handgun Operation	600
Handgun Maintenance	900
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	Handgun Maintenance Points	Respondent's Final Score
Respondent C	975	265	550	830	2,620
Respondent B	900	280	575	840	2,595
Respondent D	900	255	560	850	2,565
Respondent A	745.45	275	567.67	820	2,408

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>Next-lowest Averaged Unit Price</i>											<i>Points assessed for the Respondent's Averaged Unit Price</i>

Section 2:

<i>Next-highest Overall Trade-In Credit Price</i>											
÷	=	%	x	600	=						
<i>Highest Overall Trade-In Credit Price</i>											<i>Points assessed for the Respondent's 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	30
4. Trade-In Allowance/Credit Plan	50
5. Buy-Back Plan	50
6. Maintenance/Warranty Plan	85
7. Training Plan	85
TECHNICAL RESPONSE – TOTAL POSSIBLE POINTS	300

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	280	260	290	270	275
Respondent B	260	285	275	300	280
Respondent C	280	270	260	250	265
Respondent D	270	250	240	260	255

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. **(10 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	5
25 - 30	10

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 **(50 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.
30	The component is average and met the minimum requirements with minimum detail.
40	The component is above average. It exceeded the minimum requirements and provided good detail.
50	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 **(50 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.

30	The component is average and met the minimum requirements with minimum detail.
40	The component is above average. It exceeded the minimum requirements and provided good detail.
50	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 **(85 total possible points)**:

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

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 **(85 total possible points)**:

Possible Points	Scoring Criteria
0	The component contained significant deficiencies and omissions and lacked meaningful detail.
25	The component is below average. It met some of the minimum requirements but did not address all elements requested.
45	The component is average and met the minimum requirements with minimum detail.
65	The component is above average. It exceeded the minimum requirements and provided good detail.
85	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>
--	---	---	---	--

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>
---	---	--	---	--

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.3.4 HANDGUN MAINTENANCE EVALUATION SCORING

The Respondent's submitted sample Primary Handgun and sample Secondary Handgun will be evaluated based on their maintenance requirements by an armorer designated by the Department. The armorer will use the Respondent's submitted manuals to evaluate each question on the Handgun Maintenance Evaluation Form, Attachment I. The answers will be assigned points as follows and will be calculated by the Procurement Officer **(900 total possible points)**:

Points Range from Evaluation Form	Handgun Maintenance Evaluation Possible Points
<30	0
30 - 34	150
35 - 39	300
40 - 44	600
45 - 50	900

Total Number of Questions:	10
Total Possible Points:	900

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.

ATTACHMENT E CLIENT PAST PERFORMANCE QUESTIONNAIRE

Respondent's Name: _____
Is this client reference being used to verify the minimum experience required by the ITN? Y ___ N ___

The following shall be completed, signed and notarized by the client:

Client's Name: _____

Client's Address: _____

Contact's Name: _____

Contact's Title: _____

Contact's Phone Number: _____

E-mail Address: _____

Directions: Please complete the following questions regarding the Respondent's past performance for your organization. For questions 1 and 2 please write your answer in the space provided. For questions 3 through 7 please use the rating scale provided after question 2. For question 8 please circle yes or no.

<p>1. What products or services did the Respondent provide for your organization? (Please provide a short description with model numbers.)</p> <p>Answer: _____</p>			
<p>2. What was the timeframe or the contract term that these products or services were provided? <i>Please include a beginning date (MM/DD/YY) to an end date (MM/DD/YY).</i></p> <p>Answer: _____</p>			
<p>For Questions 2 through 6 please use the following rating scale: Excellent = 5; Good = 4; Acceptable = 3; Fair = 2, Poor = 1</p>			
	RATING		
3. How would you rate the overall contract performance of the Respondent?			
4. How would you rate the Respondent's ability to meet all of its performance/milestones deadlines (e.g., delivery schedules)?			
5. How would you rate the Respondent's key staff, including the project/contract manager, and their ability to work with your organization?			
6. How would you rate the functionality or performance of the product and/or service provided to your organization by the Respondent?			
7. How would you rate the Contractor's responsiveness to your communications with them and their overall ability to resolve issues?			
<p><i>The Department will use the following rating scale for answers to Question 8: YES=5, NO = 0</i></p>			
8. Would you contract with this Contractor again? Please circle "yes" or "no".	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="padding: 5px;">YES</td> <td style="padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		

By signing below, I certify that the Respondent provided the products and/or services as indicated above:

Signature of Client Representative Date

NOTARY ACKNOWLEDGEMENT:

State of _____

County of _____

This document was signed or acknowledged before me on _____, 2019 by _____.

(Date) (Name of signer)

[Check One] ___ Personally Known or ___ Produced the following I.D.: _____

Name of Notary: _____

Notary Stamp/Seal:

Signature of Notary: _____

ATTACHMENT F PRICE SHEET

Respondent's Name: _____

Instructions:

Section 1: The Respondent shall provide a unit price (per handgun) for both the Primary Handgun and the Secondary Handgun for both the Initial Term of the awarded Contract and for the possible Renewal Term(s) (subject to execution of the renewal option by the Department). The unit price per handgun for either term shall be inclusive of all manufacturing, training, shipping, warranty, and maintenance costs associated with providing handguns per the specifications and requirements described in this solicitation. Renewal term pricing is not part of the score for the evaluation phase of the ITN.

The prices submitted by the Respondent for Section 1 shall be firm and shall be the Respondent's lowest government price per new handgun.

Section 2: The Respondent shall provide trade-in credit prices for the Department's current handguns and ammunition. The Department intends to use the Overall Trade-In Credit Price from Section 2 toward the purchase of the new handguns offered by the Respondent in response to this ITN

Section 3: The Respondent shall provide "Buy-Back" pricing for the Department's current primary handguns and associated ammunition. After trade-in, the Respondent will make the traded-in primary handguns and ammunition available for personal purchase at the buy-back pricing by sworn FHP Officers. This pricing will not be evaluated or scored.

The Department reserves the right to negotiate any or all of the prices submitted by the Respondent in order to achieve best value.

1. Primary Handgun and Secondary Handgun Pricing:

Table 1: PRICE PER NEW HANDGUN (INITIAL TERM)		Renewal Pricing
a. Primary Handgun	\$ _____ Each	\$ _____ Each
b. Secondary Handgun	\$ _____ Each	\$ _____ Each
Averaged Price <i>(add a and b together then divide by 2)</i>		\$ _____

2. Trade-In Credit for Current Handgun and Ammunition:

Table 2: TRADE-IN CREDIT			
<u>Items to Trade-in¹</u>	<u>Credit Price</u>	<u>Estimated Quantity</u>	<u>Total Credit Prices</u> <i>(Credit price multiplied by quantity)</i>
a. Glock 37 Gen 4 Handgun plus four (4) magazines	\$ _____ each	2482	\$ _____
b. Glock 39 Compact Handgun plus two (2) magazines	\$ _____ each	278	\$ _____
c. SIMS Munition Glock 17T Training Handgun	\$ _____ each	123	\$ _____
d. Glock Red 17R Training Handguns	\$ _____ each	59	\$ _____
e. Glock Red 22P Training Handguns	\$ _____ each	70	\$ _____

¹ Guns with magazines are considered one item.

f. Combination of: Ammunition Speer 45 GAP GDHP, TMJ Ammunition, Frangible Ammunition (Approximately 1,000 rounds per case - 1,500,000 rounds)	\$ _____ per case	1500	\$
Overall Trade-In Credit Price: <i>(Total Credit Prices of a, b, c, d, e, and f added together)</i>			\$

3. Buy-Back Pricing for Current Handgun and Ammunition (No Score):

Table 3: BUY BACK PRICING			
a. Current Glock 37 Handgun with 4 Magazines	\$	a. Current Glock 39 Handgun with 2 Magazines	\$
b. Ammunition per 1000 rounds	\$	b. Ammunition per 1000 rounds	\$
Total Buy Back Price: <i>(a and b added together)</i>	\$	Total Buy Back Price: <i>(a and b added together)</i>	\$

PLEASE NOTE:

- 1) Failure to submit this Price Sheet signed by an authorized official of the Respondent or submitting a signed Price Sheet with any qualifying language, conditions, caveat(s), or modification(s), will result in the rejection of a Respondent's response to this ITN.
- 2) The Respondent shall provide pricing for all the specified items, above, or the Respondent's response may be rejected.
- 3) Renewal pricing will not be included in the scoring. The Department reserves the right to negotiate lower renewal pricing at the time of renewal.
- 4) All price sheet calculations will be verified for accuracy by the Department, and if applicable, a Department-corrected price sheet will be made available to the Respondent upon written request.
- 5) Pricing will be considered final upon conclusion of the negotiations conducted as part of this ITN.

"As the person authorized to sign this Price Sheet, I certify by signing below that the prices provided above are for products that comply with all the requirements of ITN 066-19."

Printed Name of Respondent's Signature Authority

Printed Title of Respondent's Signature Authority

Signature of Respondent's Signature Authority

Date

**ATTACHMENT G
REQUIRED CERTIFICATIONS**

Respondent's Name: _____

Printed Name of Respondent's Signature Authority _____

Printed Title of Respondent's Signature Authority _____

INSTRUCTIONS:

The Respondent shall sign each of the certifications below. Failure to submit this Required Certifications form signed by an authorized official of the Respondent or submitting a signed Required Certifications form with any qualifying language, conditions, caveat(s), or modification(s), will result in the rejection of a Respondent's reply to this ITN.

1. ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS CERTIFICATION

"By signing below, I hereby certify that should my company be awarded a contract resulting from this ITN, my company accepts and agrees to comply with all terms and conditions specified in this ITN and the Department's awarded Contract, as negotiated and agreed upon."

Signature of Respondent's Signature Authority

Date

2. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

"By signing below, I hereby certify that, to the best of my knowledge, my company (including its subcontractors, if applicable, subsidiaries and partners) has no existing relationship or financial interest, and is not engaged in any activity, that creates any actual or potential organizational conflicts of interest with any organization, relating to the award of a contract resulting from this ITN, and must comply with subparagraph 287.057(17)(a)1, Fla. Stat."

Signature of Respondent's Signature Authority

Date

3. US WARRANTY SERVICE

"By signing below, I hereby certify that should my company be awarded a contract resulting from this ITN, my company will provide service under the warranty within the United States of America at the address provided below."

Signature of Respondent's Signature Authority

Date

Address of Warranty Service Location:

**ATTACHMENT G
REQUIRED CERTIFICATIONS**

4. SCRUTINIZED COMPANIES LISTS CERTIFICATION

Pursuant to subsection 287.135(5), Florida Statutes, a company must certify its compliance with the requirements of that statute at the time of submitting a response for a contract or before a company enters into or renews a contract with an agency.

In accordance with subsection 287.135(5), Florida Statutes, please check the following certification statement that applies to the procurement and/or contract through which your company is seeking to conduct business with the agency, based on the value of the procurement or contract.

For procurement/contract valued at less than \$1,000,000

"By signing below, I hereby certify that the company, of which I am a duly authorized representative, is not actively engaged in a boycott of Israel."

For procurement/contract valued at \$1,000,000 or more

"By signing below, I hereby certify that the company, of which I am a duly authorized representative, is in compliance with the requirements of subsection 287.135(5), Florida Statutes"

Signature of Respondent's Signature Authority

Date

ATTACHMENT H1
 FLORIDA HIGHWAY PATROL HANDGUN EVALUATION FORM - PRIMARY HANDGUN
 ITN NO. 066-19

Use the following scale to rate categories 1-6 below: Excellent = 5 Good = 4 Acceptable = 3 Fair = 2 Poor = 1	Manufacturer's Name:				
	Model:				
	Firing Order:				
The following sections will be completed by the Evaluating Shooter - Total scoring and points will be calculated as outlined in Attachment D, Evaluation Criteria.					
1. Comfort (overall model fit, finger placement on trigger, weight of weapon, comfort of grip, etc.)					
2. Ease of Use (slide stop, magazine release, removing magazine, inserting magazine, smoothness of operation of slide, overall operation of weapon, etc.)					
3. Trigger (overall smoothness and take-up of the trigger pull, distance of reach for the trigger, trigger pull movement, feel of trigger reset, etc.)					
4. Magazine Loading / Unloading (ease to load and unload quickly, ease of use to load the magazine with ammunition to capacity, etc.)					
5. Sights (weapon accuracy, weapon sight, identifying the sight quickly and precisely, identifying the NIGHT sights quickly and precisely, etc.)					
6. Recoil (overall recoil of weapon, ability to manage recoil, etc.)					
7. Firing Score (330 points possible)					

Shooter's Printed Name _____

Shooter's Signature _____

Date _____

ATTACHMENT H2
 FLORIDA HIGHWAY PATROL HANDGUN EVALUATION FORM - SECONDARY HANDGUN
 ITN NO. 066-19

Use the following scale to rate categories 1-6 below: Excellent = 5 Good = 4 Acceptable = 3 Fair = 2 Poor = 1	Manufacturer's Name:				
	Model:				
	Firing Order:				
The following sections will be completed by the Evaluating Shooter - Total scoring and points will be calculated as outlined in Attachment D, Evaluation Criteria.					
1. Comfort (overall model fit, finger placement on trigger, weight of weapon, comfort of grip, etc.)					
2. Ease of Use (slide stop, magazine release, removing magazine, inserting magazine, smoothness of operation of slide, overall operation of weapon, etc.)					
3. Trigger (overall smoothness and take-up of the trigger pull, distance of reach for the trigger, trigger pull movement, feel of trigger reset, etc.)					
4. Magazine Loading / Unloading (ease to load and unload quickly, ease of use to load the magazine with ammunition to capacity, etc.)					
5. Sights (weapon accuracy, weapon sight, identifying the sight quickly and precisely, identifying the NIGHT sights quickly and precisely, etc.)					
6. Recoil (overall recoil of weapon, ability to manage recoil, etc.)					
7. Firing Score (330 points possible)					

Shooter's Printed Name _____

Shooter's Signature _____

Date _____

ATTACHMENT I
HANDGUN MAINTENANCE EVALUATION FORM
ITN NO. 066-19

<p>The following point ranges will be used for calculation of final scoring: 0-29 pts = 0 30-34 pts = 150 35-39 pts = 300 40-44 pts = 600 45-50 pts = 900</p>	<p>Manufacturer's Name:</p>					
	<p>Model:</p>					
<i>The following section will be completed by the Evaluating Armorer</i>						
<p>Can the handgun be disassembled at the operator level without tools? Yes- 5pt No- 1pt</p>						
<p>Does the trigger have to be pulled in order to disassemble the handgun? Yes- 1pt No- 5pt</p>						
<p>Does the handgun require an annual inspection? Yes- 1pt No- 5pt</p>						
<p>Is the annual inspection linked to the Warranty of the handgun? Yes- 1pt No- 5pts</p>						
<p>Does the handgun require disassembly beyond the operator level to perform annual inspection? Operator level only-5pts Partial disassembly- 3pts Full disassembly- 1pt</p>						
<p>Does the handgun require specialty tools and gauges to perform the annual inspection? No- 5pts Tools or gauges - 3pts Tools and gauges- 1pt</p>						

ATTACHMENT I
HANDGUN MAINTENANCE EVALUATION FORM
ITN NO. 066-19

Will life cycle maintenance have to be performed within 10 years or 5,000 rounds? Yes- 2pts No- 5pts					
Will the manufacturer certify the division armorer to teach the armorer course to division members? Yes- 5pts No but will provide training for free- 3pts No- 1pt					
Are replacement parts covered in the warranty? Yes- 5pts No- 1pt					
Are the barrel and slide serialized? Yes- 1pt No- 5pts					
<i>The following section will be calculated and completed by the Procurement Officer</i>					
Total Points Assessed:					

Evaluator's Printed Name

Evaluator's Signature

Date

Procurement Officer's Printed Name

Procurement Officer's Signature

Date

Terry L. Rhodes
Executive Director

2900 Apalachee Parkway
Tallahassee, Florida 32399-0500
www.flhsmv.gov



Ron DeSantis
Governor

Ashley Moody
Attorney General

Jimmy Patronis
Chief Financial Officer

Nikki Fried
Commissioner of Agriculture

October 1, 2019

All Interested Handgun Manufacturers

To Whom it may concern:

The Florida Department of Highway Safety and Motor Vehicles (Department) is formally requesting two primary sample handguns with four magazines and two secondary sample handguns with four magazines for testing purposes that best meet or exceed the specifications outlined in the Department's Invitation to Negotiate (ITN) #066-19. The second sample for each handgun (primary and secondary) is requested to ensure the testing and evaluation phase can be timely and successfully completed. The Department is requesting to keep the handguns for up to one hundred and eighty (180) days for evaluation and testing.

Please overnight handguns to the following address no later than the date and time specified in ATTACHMENT A – SPECIAL INSTRUCTIONS, Section A.6, Calendar of Events:

Florida Highway Patrol
75 College Drive Suite 221-FHP
Havana, Florida 32333

ATTENTION: FHP Armorer

A pre-paid return shipping label should be included with the handguns sent to the Department. The Department will return the handguns at the conclusion of testing and evaluation and will notify the Vendor when the packages are shipped for return.

The Department thanks you for your assistance in ensuring the success of this solicitation.

Sincerely,

Colonel Gene S. Spaulding
Director
Florida Highway Patrol

Exhibit 2, Florida Highway Patrol Handgun Evaluation Protocol

Section 1 - Evaluation Personnel Duties and Responsibilities

The following personnel will be included in the evaluation process. Their duties and responsibilities to the evaluation process are listed below:

- A. Armorer: One (1) Retired FHP/HSMV Personnel

- B. Shooter(s): Nine (9) FHP/HSMV Personnel who conduct an independent evaluation of the handguns through observation, hands on manipulation, and test firing. Shooters will complete a Handgun Evaluation Form and submit it to the Procurement Officer at the conclusion of the evaluation phase.

- C. Proctor: One (1) Non-Sworn FHP/HSMV Personnel

- D. Procurement Officer: One (1) HSMV Procurement Personnel

- E. Range Master (RM): One (1) FHP Academy Firearms Instructor

- F. Range Safety Officer (RSO): Two (2) FHP Academy Firearms Instructors

- G. Safety Officer (SO): One (1) FHP Academy Firearms Instructor

Section 1 - Evaluation Personnel Duties and Responsibilities

Armorer

Before, During, After the Evaluation
Ensure the manufacturer's manuals and any required tools are present.
Transportation of the handguns, ammunition, manuals, and associated tools to the range.
Inspect the handguns before and after completion of the shooting/evaluation for defects (e.g., bulges, cracks).
Ensure each handgun has been lubricated according to manufacturer's specifications.
Ensure adequate ammunition is on hand and is of the same manufacturer and grain weight (Speer 147 grain Training Metal Jacket (TMJ)).
Ensure/verify adequate targets (B27) are present.
Answer any technical questions about the operation or features of each handgun.
Inspect all handguns that malfunction or have other issues and confer with the Range Master/Proctor. Document all defects/malfunctions on the Handgun Issue Sheet, as necessary.
Assist the Range Master and Proctor during the evaluation phase.
Ensure all handguns are cleared and made safe before storage.
Collect all magazines, manuals and tools at the end of the evaluation.
Store all handguns properly and transport/return to armory.

I, _____, FHP Armorer for the Florida Highway Patrol Handgun Evaluation, certify that all procedures described above were followed and the information is accurate.

Print Name

Signature

Date

Section 1 - Evaluation Personnel Duties and Responsibilities

Proctor

Before, During, After the Evaluation
Explain the protocol prior to commencement of evaluation.
Be present during the entire evaluation phase and observe all aspects of the evaluation.
During any malfunctions or stoppages, confer with the Range Master and Armorer to discuss issues/findings.
Assist the Range Master in calculating, confirming, and recording firing scores on each Shooter's Handgun Evaluation Form.

I, _____, Proctor for the Florida Highway Patrol Handgun Evaluation, certify that all procedures described above were followed and the information is accurate.

Print Name

Signature

Date

Section 1 - Evaluation Personnel Duties and Responsibilities

Procurement Officer

Before, During, After the Evaluation
Conduct a Shooter Training.
Be present during the entire evaluation phase and observe all aspects of the evaluation.
Ensure the evaluation process is independent and conducted in accordance with procurement laws.
Ensure attendance rosters are signed by each Shooter, Proctor, Safety Officer, Range Master, Safety Officers and any other personnel who may be in attendance.
Ensure Shooters have completed, signed, and dated each Handgun Evaluation Form.
Collect all Handgun Evaluation Forms, and any other written materials, and validate all forms at the end of the evaluation phase for completeness.
Provide return shipping labels to the Armorer.
Notify vendors when handguns are shipped for return.

I, _____, Procurement Officer for the Florida Highway Patrol Handgun Evaluation, certify that all procedures described above were followed and the information is accurate.

Print Name

Signature

Date

Section 1 - Evaluation Personnel Duties and Responsibilities

Range Master (RM)

Before, During, After the Evaluation
Ensure adequate targets (B27) are present and explain how they will be scored to Shooters.
Ensure/verify adequate ammunition is on hand and is of the same manufacturer and grain weight (Speer 147 grain TMJ).
Ensure safety brief is explained to all Shooters.
Answer any questions about the operation or features of each handgun (Armorer may assist in this).
Inspect the range for possible safety hazards.
During any malfunctions or stoppages, confer with the Proctor and Armorer to discuss issues/findings.
Calculate, confirm, and record firing scores on each Shooter's Handgun Evaluation Form.
Ensure each handgun is cleared and made safe.
Ensure all handguns are properly stored and removed from range by Armorer

I, _____, FHP Range Master for the Florida Highway Patrol Handgun Evaluation, certify that all procedures described above were followed and the information is accurate.

Print Name

Signature

Date

Section 1 - Evaluation Personnel Duties and Responsibilities

Range Safety Officer (RSO)

Before, During, After the Evaluation
Be present during the entire evaluation phase and observe all aspects of the evaluation.
Responsible for supervising the Shooters during preparations for live fire, during live fire and post live fire activities to ensure safety.
Responsible for ensuring the safe operation of the range.
Assist the Range Master as directed.

I, _____, FHP Range Safety Officer for the Florida Highway Handgun Evaluation, certify that all procedures described above were followed and the information is accurate.

Print Name

Signature

Date

I, _____, FHP Range Safety Officer for the Florida Highway Patrol Handgun Evaluation, certify that all procedures described above were followed and the information is accurate.

Print Name

Signature

Date

Section 1 - Evaluation Personnel Duties and Responsibilities

Safety Officer (SO)

Before, During, After the Evaluation
Inspect the range for possible safety hazards and advise the Range Master if there are any issues.
Be present during the entire evaluation phase and alert the Range Master or Range Safety Officers of any unsafe issues and take appropriate action.
Assist the Range Master as directed.

I, _____, FHP Safety Officer for the Florida Highway Patrol Handgun Evaluation, certify that all procedures described above were followed and the information is accurate.

Print Name

Signature

Date

Section 2 – Course of Fire

Using test and evaluation handguns provided by vendors/manufacturers, the Range Master or designee will conduct the evaluation in accordance with the protocols set forth below:

1. Shooters will be given time to examine each handgun to gain familiarity with the handgun's characteristics.
2. Shooters will individually rate each handgun, based on select criteria, on the FHP Handgun Evaluation Form.
3. All Shooters will utilize the same ammunition (9mm Speer 147grain Training Metal Jacket (TMJ)).
4. The evaluation will use a scorable B-27 standard Target (have a target available for reference and show Shooters).
5. A new target (B-27) will be used for each round the handguns are fired.
6. A modified thirty (30) round course of fire will be used for each round of firing.
7. Every shooter will fire the handguns (one Primary and one Secondary) as submitted. Additional backup models for each handgun will be stored and only be fired in a catastrophic event.
8. In the event of a malfunction, stoppage or other handgun issue, the Shooter will stop firing and raise their non-firing hand and wait for further instruction from the Range Master.
9. If a malfunction occurs, a determination will be made by the Armorer on root cause of the malfunction. The Range Master and Proctor will be informed and consulted on the malfunction or other handgun issue. The determination will be noted by the Armorer in Section 3 – Handgun Issue Sheet, and the evaluation will continue.
10. If it is determined that the malfunction is catastrophic and renders the handgun inoperable or unsafe for firing, the handgun will be removed from testing and the backup model of the submitted handgun will be used. If a catastrophic malfunction occurs with the backup model, that model will be excluded from further testing and evaluation and all results will be documented.

11. If it is determined that the malfunction was operator induced, the Shooter will be given an alibi¹.
12. If it is determined that the malfunction is handgun related, no alibi will be given, scoring will be deducted to reflect the round, the handgun will be made ready and the evaluation will continue.
13. Target scores will be combined and confirmed after each round of firing by the Range Master. Scores will be confirmed by the Range Master and Proctor and noted on the FHP Handgun Evaluation Form. The X ring is counted as 11 points and the next ring is 10 points. Each concentric ring moving outward will be awarded the numeric value printed in the ring 9 to 7. If a bullet breaks the rings line it will be counted with the higher value. Any hits outside the 7-ring will be a zero.
14. When instructed, the Shooter will load magazines as instructed.
15. Shooter will aim at the center mass of the target in the 11 ring and will not apply any type of offset shooting/Kentucky Windage to adjust for inaccuracy of the sights or handgun.

Remainder of page intentionally left blank.

¹ An **Alibi** is a chance to reshoot the round fired. If given an alibi, it will not affect the Firing Score.

Section 2 – Course of Fire Primary Handgun

Shooters will load the Primary Handgun's magazines for a total of 30 rounds (maximum firing score of 330 points) of 9mm ammunition, as follows:

- 1 magazine with 15 rounds – to be loaded in handgun on command
- 1 magazine with 15 rounds placed in support hand front or rear pant pocket

Stage 1

Retrieve 1 magazine with 15-rounds
3-yard line- two handed grip
2 rounds from the ready gun position in 3 seconds
Repeat 2 times for a total of 4 rounds

Stage 2

7-yard line- two handed grip
2 rounds in 4 seconds from ready gun position
Repeat 3 times for a total of 6 rounds

Stage 3

7-yard line- two handed grip
5 rounds in 25 seconds from ready gun position
Retrieve 1 magazine with 15-rounds
5 rounds in 25 seconds from ready gun position

Stage 4

15-yard line- two handed grip
10 rounds in 30 seconds from ready gun position

Section 2 – Course of Fire Secondary Handgun

Shooters will load the Secondary Handgun's magazines for a total of 30 rounds (maximum firing score of 330 points) of 9mm ammunition, as follows:

- 1 magazine with 10 rounds – to be loaded in handgun on command
- 2 magazines with 10 rounds placed in support hand front or rear pant pocket

Stage 1

Retrieve 1 magazine with 10-rounds

3-yard line- two handed grip 2 rounds from the ready gun position in 3 seconds

Repeat 2 times for a total of 4 rounds

Stage 2

7-yard line- two handed grip

2 rounds in 4 seconds from ready gun position

Repeat 3 times for a total of 6 rounds

Stage 3

Retrieve 1 magazine with 10-rounds

7-yard line- two handed grip

10 rounds in 25 seconds from ready gun position

Stage 4

Retrieve 1 magazine with 10-rounds

15-yard line- two handed grip

10 rounds in 30 seconds from ready gun position

**Section 2 – Course of Fire
B-27 Target**



Section 3 - Handgun Issue Sheet

Shooter Name: _____

Handgun (Make and Model): _____

Sequence of Fire Issue Materialized: _____

Issue: _____

Determination of Causation:

Shooter Error: Ammunition: Weapon: Other:

Explanation of Causation: _____

Shooter Name: _____

Handgun (Make and Model): _____

Sequence of Fire Issue Materialized: _____

Issue: _____

Determination of Causation:

Shooter Error: Ammunition: Weapon: Other:

Explanation of Causation: _____

Shooter Name: _____

Handgun (Make and Model): _____

Sequence of Fire Issue Materialized: _____

Issue: _____

Determination of Causation:

Shooter Error: Ammunition: Weapon: Other:

Explanation of Causation: _____

Shooter Name: _____

Handgun (Make and Model): _____

Sequence of Fire Issue Materialized: _____

Issue: _____

Determination of Causation:

Shooter Error: Ammunition: Weapon: Other:

Explanation of Causation: _____

Shooter Name: _____

Handgun (Make and Model): _____

Sequence of Fire Issue Materialized: _____

Issue: _____

Determination of Causation:

Shooter Error: Ammunition: Weapon: Other:

Explanation of Causation: _____

Shooter Name: _____

Handgun (Make and Model): _____

Sequence of Fire Issue Materialized: _____

Issue: _____

Determination of Causation:

Shooter Error: Ammunition: Weapon: Other:

Explanation of Causation: _____
