



Florida Fish and Wildlife Conservation Commission

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Greg Holder
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Purchasing Office
Sturat Potlock
Purchasing Director

(850) 487-3427
(850) 921-2500 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech-impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

DATE: June 11, 2013
ADDENDUM NO.: 1
BID NO.: FWC 13/14-02
BID TITLE: Professional Facilitation Services Request for Proposal
ADD: Vendor Questions and FWC Answers
UPDATE: Insurance Clause, Ownership Of Documents/Data/Reports/Research/Surveys Etc.

If the COMMISSION finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the RFP period an addendum shall be issued. An Addendum Acknowledgment Form shall be signed by an authorized vendor representative, dated, and returned to the COMMISSION prior to the opening date and time specified in the Calendar of Events.

Sharita Newman,
Procurement Manager

ADDENDUM ACKNOWLEDGMENT FORM

VENDOR NAME: _____

VENDOR FEID#: _____

ADDRESS: _____

CITY/STATE: _____

PHONE #: _____

FAX #: _____

E-MAIL: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

UPDATED INSURANCE REQUIREMENTS

1. Workers' Compensation

To the extent required by law, the Vendor will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the Vendor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Vendor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of his employees not otherwise protected.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent Vendors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

2. Vendor's Public Liability and Property Damage Insurance

The vendor shall secure and maintain, during the life of this contract, comprehensive general liability insurance as shall protect him/her from claims based on personal injury, including accidental death, as well as claims for property damage which may arise from operations under this contract whether such operations be by vendor or by vendor's agents or employees in the amount that such insurance shall be the minimum limit as follows:

1. Bodily Injury Liability - \$300,000 each incident
2. Property Damage Liability (other than automobile) - \$100,000 each incident

The vendor hereby agrees to indemnify and hold the Commission harmless from any and all claims or demands for any personal injury or property damage resulting or occurring in connection with any activities conducted under this contract and shall investigate all claims of every nature at its expense. In addition, the vendor agrees to be responsible for any injury or property damage resulting from any activities conducted under this agreement.

The Commission shall be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/or sub-contractor providing such insurance.

The Vendor shall provide and maintain the insurance as set forth in this contract and shall not cause this coverage to lapse for any reason during the life of the contract.

This provision shall apply to the extent allowed by law and shall not constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes where applicable.

UPDATED OWNERSHIP OF DOCUMENTS/DATA/REPORTS/RESEARCH/SURVEYS ETC.

The Vendor hereby agrees that all products and documents (data, reports, research, surveys, etc.) in hard copy or electronic that are produced or developed by the Vendor for FWC for this project are the sole property of the Commission. The Vendor also hereby agrees to unconditionally transfer and assign to the Commission all copyright claims, trade secrets or other proprietary rights with respect to such products and documents. Upon request by the Commission at any time during and for 5 years after the expiration of this agreement, Vendor shall immediately deliver, transfer, and transmit to the Commission all originals and all copies of said documents and materials referenced herein. The Vendor may request from FWC a royalty free, nonexclusive right to reproduce, publish or otherwise use the products and documents produced for FWC for non competing commercial, scholastic and research purposes. It shall be in the sole determination of FWC whether to grant the right to reproduce publish or otherwise use the documents originally produced for FWC.

QUESTIONS AND ANSWERS

1. Insurance Requirements (Section 2, p. 12), PUR 1001 (Section 19, p.29), and PUR 1000 (Section 9, p. 31) – These sections require the Vendor to indemnify the Commission. As you know, a state entity, which FSU is, cannot indemnify another party. Will we be precluded from submitting a proposal because we cannot indemnify the Commission? If awarded to FSU, will we be able to negotiate that language?

Please see the updated insurance clause.

2. Will you accept electronic responses?

Please adhere to the Mailing Instructions Clause located in the Request for Proposals. FWC will only accept the following:

MAILING INSTRUCTIONS

The Vendor shall submit one (1) original, signed copy, four (4) reproduced hard copies and one (1) electronic copy in PDF format of the response for review by the Commission. Each hard copy is to be bound individually. Use of legible reproductions of signed originals is authorized for all other copies of the response. All proposals must be submitted to the address list on Page 1, by proposal due date and time as stated in the Calendar of Events, in a sealed envelope or box marked "PROFESSIONAL FACILITATION SERVICE, RFP NUMBER FWC 13/14-02". The sealed envelope or box shall include the opening date and time, and the Vendor's return address.

3. Where and when you post the responses to the questions

The deadline for questions is June 5, 2013 @ 5:00 PM; an addendum will be posted shortly after.

4. Will there be any permitting requirements as indicated in the rfq?

FWC does not anticipate the need of permitting, however, as stated in the Permitting Clause, the vendor is responsible for permits if needed.

5. Will the e-verify apply to the sub-consultants?

Please see the following clause:

EMPLOYMENT ELIGIBILITY VERIFICATION

The Vendor shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of all new employees hired by the Vendor during the term of this Contract.

The Vendor shall include in any subcontracts for the performance of work or provision of services pursuant to this Contract the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The Vendor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Contract.

6. Have you allocated and confirmed funding for this engagement?

There is no fixed funding allocated for facilitation services. Funding will be obligated under separate 'Task Assignments' for each project. The scope, funding amount and duration of each project will depend on need and be determined on a case-by-case basis by the Commission Division\Office interested in procuring facilitation services.

7. Will the vendor transaction fee be automatically deducted or are the vendors required to pay the fee directly

Please see the following clause:

VENDOR TRANSACTION FEES

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all payments, unless exempt under Rule 60A-1.030(3), F.A.C., shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. 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 vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any items(s) if such items(s) are returned to the vendor 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 vendor'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 vendor in default and recovering re-procurement costs from the vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

8. With respect to existing documents and tools used by the firm we would retain ownership of the tools/documents but not the content. Other state agencies are adopting this expansion of that clause

Please see the updated Ownership clause above.

9. What will be the minimum notification time for pre-assignments

The term Pre-Assignment is not used the RFP.

10. Liquidated Damages (p. 11 of RFP) – FSU is a state-supported, non-profit educational institution and does not have the resources to pay damages. FSU and its faculty have every intention of performing the services within the scope and time frame of the contract, but it is not able to pay damages. As you know, a government entity cannot agree to alter the state's waiver of sovereign immunity and extend the entity's liability beyond the limits established in section 768.28, Florida Statutes. We cannot agree to the payment of funds that would exceed the waiver under 768. Similar to my previous question, will we be able to negotiate this language so that the damages will not be higher than the amount of the contract?

Any Vendor(s) awarded this contract, shall be held to all clauses included in this Request for Proposal. If it is determined that the Vendor is liable for the delay in completion of the project, the Vendor shall incur liquidated damages to the extent allowed by law.

11. Termination for Convenience (p. 13 of RFP, and p. 29 – PUR 1000) – FSU generally requires mutual termination for convenience. As the language stands, termination for convenience is not mutual. Our concern is if the principle investigator (PI) is for some reason permanently unable to complete the work (for example, due to the PI's relocation or death), and FSU isn't able to find a suitable replacement PI. Again, will we be able to negotiate this language if the award is made to FSU?

This clause shall remain unchanged.

12. Here's the RFP provision that we understood to be saying that bidders must be on the State Term Contract. Is that not what this means? If not, what does it mean?

PURPOSE

The intent of this Request for Proposal (RFP) is to solicit proposals to develop and award Agency Term Contracts with qualified vendors to provide consultation and professional facilitation services on a task assignment basis to support the Commission's mission, per the specifications contained in this RFP.

No, FWC intends to make this an Agency Term Contract. A contract that can be used by our entire agency. Other Agencies may determine that resulting contracts may be used by their organizations, however, FWC is not a party to those agreements.

13. So any vendor can bid if it says this in an RFP, as long as they're in MyFloridaMarketplace?

Any vendor can submit a proposal, as long as they meet all of the requirements outlined in the Request for Proposal.

14. **Page 5 c) Consult with and assist the Commission with economic and social inquiries and initiatives.**

14a. Would you please explain what you mean by "economic and social inquiries and initiatives", and give examples of what an economic or social inquiry or initiative would consist of?

'Economic and social inquires and initiatives' refers to facilitation, mediation and support of social science and human dimension events, approaches and activities. Examples: 1) consulting, planning and conducting focus groups; 2) consulting, planning and conducting stakeholder engagement events which help collect or disburse information to increase awareness and understanding about the benefits (economic or social) of providing opportunities to support wildlife conservation.

15. **Page 9 Project Managers shall...: Develop specific requests for quotes, proposal and scopes of work for individual meetings/events;**

Will Project Managers ask Vendors to prepare and submit quotes, proposals and scopes of work for individual meetings/events?

Yes

16. If so, would it then be true that costs incurred by a Vendor in developing quotes, proposals and scopes of work for individuals meetings/events would not be billable to FWC as part of a resulting Task Assignment?

This is correct. FWC will only pay for work completed related to the task assignment, once the Task Assignment is issued.

17. Can a Project Manager ask more than one Vendor to submit quotes, proposals and scopes of work for individual meetings/events?

Yes

18. If so, would the quotes, proposals and scopes of work be competitive with other Vendors? In other words, will the selected Vendors be competing with each other for Task Assignments?

Yes, FWC will choose the quote that is in the best interest of the state.

19. **Page 9 Project Managers shall...: Choose vendor(s) then negotiate and execute “Task Assignment Notification Forms” pursuant to any contract;**

Can a Project Manager choose more than one Vendor for an individual meeting/event? If so, would the preferred Vendors be consulted prior to award of a Task Assignment to more than one vendor?

Depending on the needs of the project, more than one vendor may be chosen.

20. **Would that Task Assignment Notification Form include specifics that are approved by the chosen Vendors regarding coordination among the chosen Vendors for execution of the work?**

Task Assignments will include the scope of work, quote and proposal accepted and any other documents necessary for payment.

21. **iii b) list of events** If the commission requires this record, surely the commission should collect it, not the vendor?

This is a requirement that the awarded vendor(s) will have to comply with in order to stay in compliance with this contract. Not meeting this requirement may result on termination of the contract.

22. **Liquidated damages \$100/day apparently no limit?, should state “ up to the full amount of payment due”** See next.

Severe delay in the completion of the project may result in the contractor owing FWC damages for the services not performed.

23. **Prompt payment clause-** there appears to be marked asymmetry in treatment here- vendor is charged \$100/day for non-completion but state has no penalty for late payment? Suggest adding “ After the 45 day period, State will pay \$100/day for each day payment is not transmitted to the vendor up to an amount equal to the payment due.”

Please see the following clause:

PROMPT PAYMENT CLAUSE

Section 215.422, F.S. provides that agencies have 5 working days to inspect and approve goods and services, unless RFP specifications or the P.O. 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 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, F.S., will be due and payable in addition to the invoice amount.

To obtain the applicable interest rate, please contact the Agency's Fiscal Section at 850/488-3323 or Purchasing Office at 850/488-3427. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor 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 agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments from a State agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

24. **Ownership of documents/reports/research surveys etc. and rights in property, copyrights and inventions.** These clauses are completely one-sided and seem to not recognize the special nature of the services being provided. I would routinely bring materials that I have developed (or may develop) to assist facilitation of meetings including presentations, forms, templates, manuals, handouts etc. much of which is already copyright to me. By the letter of this clause, these immediately become the sole property of FWC, even if they were developed independently or prior to the vendor service rendered.

As such, I would then need to seek FWC approval to use my own materials in other facilitation events.

My only alternative is to not 'use' any material of my own when servicing your contract, which would seriously diminish the value of service and my effectiveness. I request you reconsider as follows:

Ownership of documents etc.-----

The Vendor hereby agrees that all documents (data, reports, research surveys etc.) in hard copy or electronic, produced by the vendor for FWC, at FWC's request in a task order, will be considered 'works for hire' and are the sole property of the Commission. –

Next sentence ~~The vendor shall also agree unconditionally~~ etc. struck in entirety.

remainder of paragraph as drafted—

add “The Commission shall grant to the vendor a royalty free, nonexclusive, irrevocable right to reproduce, publish or otherwise use said ‘work for hire’ for non competing commercial, scholastic and research purposes.”

Rights in Property, Copyrights and inventions

The Commission reserves the right to determine the disposition of its title and rights to those ~~inventions and or processes~~ works for hire that may result from performance of this contract. ---- etc.

remainder of para as drafted--

Jury waiver-

strike para and substitute explicit requirement for binding arbitration.

Please see the updated Ownership clause above. All other clause remain as printed.

25. Do you have a anticipated number of events to occur in each area over the period of the contract?
If a planned set of events is available, please provide numbers for that general area, per year. Table A is provided as a potential method of communicating potential events.
The number of anticipated events that will occur over the contract period is not known. ‘Task Assignments’ to engage and procure Contractors will be developed as needed by Commission Divisions\Offices.
26. Is there a known or anticipated minimum or maximum number of hours of effort expected in any area?
There is no known or anticipated amount of time or ‘hours of effort’ expected in any area.
27. In pursuance of their consulting, will the chosen contractor participate in either costs or negotiation with meeting facilities providers (e.g, room rental, equipment rental, transportation arrangements)?
The amount of Contractor involvement with developing and negotiating meeting logistics with facilities and venue providers will be determined on a case-by-case basis by the Commission’s Division\Office procuring the Contractor’s services and will be specified in the ‘Task Assignment.’
28. For Webinar planning, will the chosen contractor participate in the selection of webinar delivery software such as GoToMeeting or other selection? Will the chosen contractor be responsible for procuring these or other services?
The Contractor will work directly with the Commission’s Division\Office procuring the Contractor’s services to determine what webinar delivery service or software will be used. Any associated costs or expenses will be negotiated on a case-by-case basis.
29. For Webinar planning, will the chosen contractor be responsible for training commission personnel how to use the tool?
The Commission expects any training or support required for Commission personnel to effectively use a webinar tool will be negotiated between the Commission’s Division\Office and the Contractor, and specified in the ‘Task Assignment.’
30. For Webinar planning, will the chosen contractor be responsible for training non-commission personnel how to use the tool?
The Commission expects any training or support required for non-Commission personnel to effectively use a webinar tool will be negotiated between the Commission’s Division\Office and the Contractor, and specified in the ‘Task Assignment.’

31. Under the assumption that a survey, form or tool is used to accumulate participant evaluation of a meeting, is there an expected time for submittal of analysis of the results? (I.E. analysis of overall results by meeting / facilitator / recommendations, if any)
There is no general expectation or required length of time for submitting participant evaluations, responses or analysis. The Commission expects all deliverables will be negotiated between the Commission's Division\Office and the Contractor, and specified in the 'Task Assignment.'
32. **Page 8. Descriptions and, if available, samples of at least 3 deliverables that demonstrate the Vendor's experience developing group consensus.**
Do the samples of deliverables count toward the 15-page maximum for the Proposal for Services, or can they be included as attachments at the end of document and therefore not count toward the 15-page limit?
No. Deliverable samples may be included as attachments to the Proposal for Services. All attachments and addenda must be clearly labeled and referenced appropriately.
33. Do you have a maximum number of vendors that you will include on the short list of those who will be eligible for task assignments in the future?
The number of vendors awarded is determined by RFP scoring and statewide coverage.
34. Can the "samples of at least 3 deliverables" and "curriculum vitae" be included as attachments and not be included in the 15 page limit for the "Proposal for Services?"
Yes. Samples of deliverables and 'curriculum vitae' may be included as attachments to the 'Proposal for Services.' All attachments and addenda must be clearly labeled and referenced appropriately.
35. How many meeting and consulting hours are expected for this proposal?
There is no anticipated number of events that will occur over the contract period. The Commission's Divisions\Offices will develop "Task Assignments" as needed to procure Contractor services as needed.
36. Are the meetings expected to be recorded digitally?
Any expectations or requirements for recordings will be negotiated between the Commission's Division\Office and the Contractor, and specified in the "Task Assignment."
37. What is the minimum and maximum number of pages for the proposal?
There is no minimum number of pages for the 'Proposal for Services.' The maximum number of pages for the 'Proposal of Services' is 15.
38. What is the allocated dollar amount budgeted for this proposal?
There is no fixed or allocated funding for facilitation services. Funding will be negotiated and obligated under separate 'Task Assignments' for each project. The scope, funding amount and duration of each project will depend on need and be determined on a case-by-case basis by the Commission's Division\Office procuring the Contractor's services.
39. How much did the vendor charge on an hourly basis last year?
This is the first time this type of service is being bid out.
40. Who was the vendor for the proposal award term last year?
This is the first time this type of service is being bid out.
41. Where can a copy of the awarded proposals be retrieved?
This is the first time this type of service is being bid out.