

 <p><b>TN Development Corporation</b></p>	<p align="center"><b>TN Development Corporation Request for Proposal</b></p>	<p><b>RFP/Solicitation #</b> <b>Date Issued</b> <b>Point of Contact</b> <b>Phone</b> <b>E-mail Address</b></p>	<p>RFP-2024-001  <b>Wednesday, February 7, 2024</b>  Chanda Richardson  803-545-4261  <a href="mailto:TNDevelopmentCorp@columbiasc.gov">TNDevelopmentCorp@columbiasc.gov</a></p>
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**Description:** Request for Proposal for a Strategic Planning Consultant

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date

<p><b>NAME OF OFFEROR</b> (Full legal name of business submitting the offer)</p>	<p align="center"><b>OFFEROR'S TYPE OF ENTITY:</b> (Check one)</p> <p><input type="checkbox"/> Small  <input type="checkbox"/> Women  <input type="checkbox"/> Minority  <input type="checkbox"/> Other _____</p> <p align="center">(See provision entitled "Signing Your Offer")</p> <p align="center">BOA Visa Card Accepted ____ Yes ____ No</p>
<p><b>AUTHORIZED SIGNATURE</b></p> <p>_____</p> <p>(Person signing must be authorized to submit binding offer to enter contract on behalf of offeror named above)</p>	
<p><b>TITLE</b> (Business Title of person signing above)</p>	
<p><b>PRINTED NAME</b> (Printed name of person signing above)</p>	

Instructions regarding Offeror Name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

**STATE OF INCORPORATION** (If Offeror is a corporation, identify the state of Incorporation.)

**TAXPAYER IDENTIFICATION NO.** (EIN Number) (See "Taxpayer Identification Number" provision)

SCHEDULE OF EVENTS	DATE AND TIME
<b>SUBMIT PROPOSAL BY:</b>	Wednesday, February 28, 2024 @ 12:00PM EST
<b>CONFERENCE TYPE: INTERVIEW (s) Schedule By Email –Meet Via Zoom/Teams</b>	Tuesday, March 5, 2024 @ 10:00 AM EST
<b>QUESTIONS MUST BE RECEIVED BY:</b>	Thursday, February 15, 2024 @ 12:00PM EST
<b>POST RESPONSE TO BID QUESTIONS BY:</b>	Friday, February 23, 2024 @ 2:00 PM EST

**Submit Proposal to address below:**  
TN Development Corp.  
Attn: Chanda Richardson - Program Manager  
3905 Ensor Avenue, Suite 113  
Columbia, SC 29203-5849

<b>AWARD &amp; AMENDMENTS</b>	This solicitation, any amendments and award, will be posted at the following web address: <a href="https://development.columbiasc.gov/tdnc-news-events/">https://development.columbiasc.gov/tdnc-news-events/</a> .
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**All questions must be submitted via email to:** Chanda Richardson, (E-mail Above)  
**Submittal Instructions:** Submit one (1) original and Five (5) copies

(Return Page Two with your Offer)

ACKNOWLEDGEMENT OF AMENDMENTS								
ACKNOWLEDGMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offeror acknowledges receipt of amendment(s) by number and its date of issue.								
See "Amendments to Solicitation" Provision								

<b>HOME OFFICE ADDRESS</b> (Address for Offeror home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)							
	Area Code		Number		Extension		Facsimile	
	E-mail Address							

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)							
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)				<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)				

**SOLICITATION OUTLINE**

**I. SCOPE OF SOLICITATION**

- A. About TN Development
- B. Purpose And Scope
- C. Who May Respond

**II. INSTRUCTIONS TO OFFERORS**

- A. General Instructions

**II. SCOPE OF WORK/SPECIFICATIONS**

**III. DELIVERABLES**

**IV. PROPOSAL REQUIREMENTS**

**V. EVALUATION OF PROPOSALS**

**VI. QUALIFICATIONS**

**VII. TERMS AND CONDITIONS**

- A. GENERAL

**I. SCOPE OF SOLICITATION**

**ACQUIRE SERVICES:** The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

## **A. About the Organization**

The Columbia City Council established TN Development Corp (TNDC) in 1993 in order to assist the City in accomplishing its comprehensive housing plan. TNDC's original objective was to bring quality affordable housing and supportive services to those families and individuals living within the Two Notch Road corridor area. Over the years, TNDC has expanded its services to other areas of the City, helping single individuals, homeless, families and senior citizens. Through a comprehensive Board of Directors that includes neighborhood representatives and area business representatives, TNDC has been given the wonderful opportunity to address all levels of rental housing needs in the City of Columbia, from Non-congregate homelessness developments to market-rate homes. In its effort to provide housing opportunities, TNDC has entered into a new era of community concern and involvement by establishing new communities and partnerships with area social service agencies, businesses, and educational organizations to benefit the citizens of the City of Columbia.

**TN Development Corp** is a 501(c)(3) non-profit Corporation.

TN Development Corp is governed by a Board of Directors (**10-directors**) The board is led by the Chair and Vice-Chair who provide direction and work closely with the Executive Director to oversee implementation. Ex-Officio-are the Assistant City Manager and one Neighborhood Representative. TN Development Corp currently employs ten full-time staff members, financial consultants, and a merger attorney.

## **B. PURPOSE AND SCOPE**

TN Development Corp. (TNDC) is seeking a Proposal to identify a qualified consultant to guide and execute a clear strategic visioning and comprehensive planning for the organization. The consultant assist TNDC's staff and Board of Directors with developing the Corporation's strategic plan.

**Current Mission Statement:** Provide permanent, quality, affordable multi and single family housing and create safe, clean well maintained communities. Also, collaborate with other agencies to provide innovative, support services to Columbia's communities.

**Vision:** Equal access to affordable living in quality housing in safe and thriving neighborhoods where people want to live.

To achieve this mission, TNDC operates as a housing finance agency a housing developer and a housing management and in the past a credit counseling company.

## **C. WHO MAY RESPOND**

TNDC is seeking submissions from firms, groups or individual consultants who have demonstrated experience in successfully developing affordable housing strategic plans, have strong facilitation skills, proven experience with non-profit strategic planning, and a strong understanding of the structure and purpose of national membership organizations.

### **II. INSTRUCTIONS TO OFFERORS**

#### **A. General Instructions**

**AMENDMENTS TO SOLICITATION** (a) This solicitation may be amended at any time

prior to opening. All actual and prospective Firm's should monitor the following web site for the issuance of Amendments: [see cover page](#) (Procurement Information) (b) Firms shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting proposals that indicates in some way that the Firm received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AUTHORIZED AGENT** All authority regarding this procurement is vested solely with the Executive Director. Unless specifically delegated in writing, the Executive Director and Board Chairs are the only official authorized to bind TN Development with regard to this procurement or the resulting contract.

**BID / PROPOSALS AS OFFER TO CONTRACT** By submitting your proposal(s), You are offering to enter into a contract with TNDC. **Without further action by either party, a binding contract shall result upon final award.** Any award issued will be issued to, and the contract will be formed with, the entity identified as the Firm on the Bid form. Proposals may be submitted by only one legal entity; "joint submittal of proposals" are not allowed.

**BID ACCEPTANCE PERIOD** In order to withdraw Your Offer after the minimum period specified on the Bid form. You must notify the Procurement Officer in writing.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION** Giving false, misleading, or incomplete information on this certification may render you subject to prosecution under Section 16-9-10 of the South Carolina Code of Laws and other applicable laws.

**(a) By submitting proposals, the Firm certifies that-**

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
  - (i) Those prices;
  - (ii) The intention to submit an offer; or
  - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

**(b) Each signature on the proposal is considered to be a certification by the signatory that the signatory-**

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
  - (i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
  - (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to

paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

**(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.**

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS**

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that

(i) Offeror and/or any of its Principals

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a state or federal District;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (A) (1) (i) (B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.

(2) "Principals." For the purpose of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to TNDC, the Executive Director may terminate the contract resulting from this solicitation for default.

**COMPLETION OF FORMS / CORRECTION OF ERRORS:** All proposals should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to submittals submitted on paper.)

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE:** You

warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, TNDC may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

**DEADLINE FOR SUBMISSION OF QUALIFICATONS** (JAN 2004): Any submittal received after the Procurement Officer or designee has declared that the time set for opening has arrived, shall be rejected unless the submittal has been delivered to the purchasing office prior to the opening.

**DUTY TO INQUIRE** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offeror's are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to TNDC's attention. See clause entitled "Questions from Offeror's."

**QUESTIONS FROM OFFERORS** (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by TNDC no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the point person on the Cover Page, and the solicitation's title and number. **Oral explanations or instructions will not be binding.** Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offeror's as an amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offeror's. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (b) TNDC seeks to permit maximum practicable competition.

**REJECTION/CANCELLATION**: TNDC may cancel this solicitation in whole or in part. TNDC may reject any or all proposals in whole or in part.

**OWNERSHIP AND CONFIDENTIALITY**: All intellectual property will become the property of TN Development Corp. All data remains the sole property of the organization. The vendor shall further agree to keep information related to any and all contracts with TN Development Corp in strict confidence, including, but not limited to, the terms of the contract(s) and any confidential business information or proprietary information learned through its dealings with us.

**\*\*SIGNING YOUR OFFER**: Every Submittal must be signed by an individual with actual authority to bind the Firm. (a) If the Firm is an individual, the submittal must be signed by that individual. If the Firm is an individual doing business as a firm, the proposals must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Firm is a partnership, Proposals must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Firm is a corporation, the Proposals must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) Proposals may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If

the Firm is a joint venture, the proposals must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If a Firm is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Firm must state that it has been signed by an Agent. Upon request, the Firm must provide proof of the agent's authorization to bind the principal

### III. SCOPE OF WORK/SPECIFICATIONS

As part of the strategic planning engagement, the Consultant will, without limitation, outline a clear methodology/approach that addresses all aspects of the planning process, with the desired outcome being a streamlined process that incorporates all aspects requested in the shortest reasonable timeframe.

The planning process should include:

**A. Engagement Strategy:** Conducting internal information gathering and public outreach to solicit input from TNDC's internal and external stakeholders including: TNDC's staff (all levels), Board of Commissioners, Resident Advisory Board, customers, housing developers, advocacy organizations, social service agencies, vendors and suppliers. The Consultant should state their assumptions regarding the number of stakeholder interviews they will conduct.

The Consultant should propose the appropriate types of input to gather (e.g., challenges, opportunity areas, priorities, etc.) and the proper means for gathering data and information (e.g., workshops/sessions, QR code surveys, etc.). TNDC also wishes to obtain intergovernmental input from the City, County, HUD, and State housing partners. Included in the engagement strategy should be a proposed outreach and public participation plan and schedule.

**B. Ecosystem Integration/Alignment:** Identifying, analyzing and recommending shared priorities and goals from relevant agencies. In essence, TNDC seeks to understand how the plan connects/intersects/has interplay with those in the affordable housing and public housing ecosystems including those on the local, state and federal levels (as applicable). This includes insight into relevant sector-related policies, priorities and strategic guidance.

**C. Evaluative Report:** Synthesizing major findings into a written Evaluative Report which should include several key elements:

- History of TNDC, including the history of funding for the agency within the context of affordable housing and housing subsidy/funding policy.
- Operating environment of the agency (**positioning the agency within the broader ecosystem**)
- General public, customers and staff understanding and perceptions of the agency
- Evaluation of agency functions to include historic, current and potential functions and services
- Key strengths, weaknesses, opportunities, threats and trends
- Key priorities
- Agency structure, staffing and resources
- Cost associated with providing services and functions
- Key recommendations, particularly as it relates to resource requirements, optimal structure, staffing, partnerships, etc.
- Other elements the Consultant feels are critical to address



**D. Feedback Dissemination:** Developing a creative presentation (or other audio visual) and presenting findings to key stakeholder groups. This may include, but not be limited to, sharing results in a phased approach with the management team (ED and division leaders), Board and the public. The Consultant will advise on the best approach for sharing key findings.

**E. Strategic Plan Development and Dissemination:** Developing, vetting, revising, finalizing and presenting to the Board a final five-year strategic plan document. The Consultant will advise on optimal plan format and length (with the understanding that there may be a summary version of the report digestible for lay audiences) and appropriate communications plan.

**F. PHASE II – Implementation Plan:** Upon successful completion of the five-year strategic plan, the Executive Director will determine if the Consultant will be awarded Phase II of the project which involves the developing an implementation plan. The implementation plan (which will fall outside the four-month compressed timeline) must take into consideration how TNDC will operationalize the plan's elements. The Consultant will, without limitation, develop a plan that addresses TNDC's operations, performance metrics, financials, etc., all tied to the goals outlined in the broader strategic plan.

#### **IV. DELIVERABLES**

The primary deliverables at the conclusion of this process will include the following:

- 1) Evaluative Report (*derived from your engagement strategy and ecosystem integration/alignment*)
- 2) *Design and implementation of a strategic visioning and comprehensive planning process*
- 3) Presentation (*PowerPoint or other creative audio-visuals designed to share feedback with key stakeholders*)
- 4) Information Sharing Session(s) (*where you deliver your Power Point presentation/audio-visuals/other*)
- 5) Five-Year Strategic Plan Document for Board approval (*outlining TNDC's vision, priorities, goals, objectives, strategic and budget for implementation for 2023 – 2028*)
- 6) Communications plan for sharing key elements of the strategic plan
- 7) PHASE II: Implementation Plan (per approval by the Board in consultation with the Executive Director)

#### **VI. QUALIFICATIONS**

**QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY:** (a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

1. The firm must be established and have a body of work that extends for a minimum of five (5) years prior to commencement of this contract.
2. Firms must be properly licensed in accordance with the requirements of SC Code of Laws, as amended, at the time of submission.
3. Firms must not be barred from doing work with the federal, state or local government

**CONTENTS OF QUALIFICATIONS (RFP):** (a) Qualifications should be complete and carefully worded and should convey all of the information requested. (b) The submittals should be prepared simply and economically, providing a straightforward, concise description of Firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) Each copy

of your submittal should be bound in a single volume where practical. All documentation submitted with your submittal should be bound in that single volume. (d) If your submittal includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your submittal. Qualifications which include either modifications to any of the solicitation's contractual requirements or a Firm's standard terms and conditions may be deemed non-responsive and not considered for award.

The selections will be made to the highest ranked Firms whose qualifications are determined to be the most advantageous to TNDC ("most highly qualified").

Qualifications will be evaluated using the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluations are complete, all responsive Firms will be ranked from most advantageous to least advantageous

## V. PROPOSAL REQUIREMENTS

To be considered, proposals must include all information requested in this RFP. All proposals must include a signature by an authorized individual. Respondent's proposal must contain the information described below.

**A. Company/Consultant Overview:** Provide a high-level company/consultant overview to include the name(s) of the principal(s), an organizational chart (as applicable), number of employees/subcontractors, and a brief company/contractor history.

**B. Background and Experience:** Provide a concise description of your background and prior experience developing strategic (and implementation) plans for organizations similar to TNDC in size and scope. Provide a list of organizations for whom you have produced Strategic Plans in the last five years.

**C. Minority Participation Policy:** TNDC is committed to providing Minority/Female/Disabled ("MFD") contractors an opportunity to compete in its purchasing environment. We encourage all MFD contractors to respond to this solicitation directly or through subcontracting opportunities. TNDC promotes the use of MFD contractors in all its procurement opportunities and encourages all vendors to subcontract with organizations with an MFD designation. Furthermore, TNDC seeks responses from non-MFD contractors with a record of employing minority persons in positions of responsibility. Respondents are required to submit with their response a statement that supports their commitment to MFD participation. Respondents will be evaluated on the extent and quality of the proposed participation by MFD contractors and record of employing minority persons in positions of responsibility.

**D. Methodology:** TNDC is seeking innovative approaches to the strategic planning process that are the best fit for the agency to develop its goals. To that end, TNDC is open to novel tactical approaches that streamline and automate the input process; creative collateral materials that convey findings; and fun and engaging interactions throughout the process that minimize the sometimes burdensome feeling associated with strategic planning.

The Consultant will describe, in detail, how it proposes to perform the services described in the Scope of Work (Section II) including approximate timelines for each stage of the planning process and key deliverables.

**E. Key Personnel and Staffing Plan:** Identify the key personnel expected to participate in the planning process including their qualifications, background and years of experience. Also include a staffing plan which addresses how you will adequately staff this engagement to address the compressed timeline/timeframe.

**F. Capacity:** A declaration that the Respondent has the time and resources available to give this agreement the attention it requires to successfully carry out the services listed herein.

**G. Past Performance and References:** Provide a list of Five (5) references for your strategic planning work. These references should be within the past 5 years. List company names, key contact, titles, addresses, telephone numbers and e-mail addresses.

**H. Cost Proposal (Fees):** The Respondent must submit a cost proposal that addresses this engagement in two phases—Phase I: Strategic Plan Development; Phase II: Implementation Plan. Consultant must quote a project rate for this engagement, also providing an itemized estimate of the number of hours they believe will be needed for this engagement.

**VI. EVALUATION OF PROPOSALS**

TNDC will establish an internal evaluation team composed of at least three staff members. The Team will recommend the selection of the Consultant. The Proposal will be evaluated based on the following evaluation criteria:

Category	Weight
Methodology	30%
Related Experience and Professional Qualifications of the Team	20%
Fees	20%
Offeror's Capacity	15%
Minority Participation	15%
<b>Total</b>	<b>100%</b>

At the discretion of TNDC, Offeror's may be requested to make oral presentations as part of the evaluation process. However, TNDC reserves the right to award on the basis of the proposal received without oral presentations, further discussion or negotiations.

**VII. TERMS AND CONDITIONS A - GENERAL**

**CONTRACTOR'S LIABILITY INSURANCE - GENERAL:**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. (d) For any claims related to this contract, the contractor's insurance coverage shall be primary insurance as respects TNDC, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by TNDC, the officers, officials, employees and volunteers of any of them, shall be excess of the contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the contractor shall furnish TNDC with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by TNDC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them. TNDC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the contractor shall notify TNDC immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to TNDC a waiver of any right to subrogation which any insurer of said Contractor may acquire against TNDC by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not TNDC has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by TNDC. TNDC may require the contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) TNDC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances

## **End of Solicitation**