



James Island Public Service District
Request for Proposals for Strategic Planning Consultant

DATE: Tuesday, May 3, 2022

SUBMISSION DEADLINE: Noon (EST) on Wednesday, June 8, 2022

MANDATORY ZOOM Q&A: 10:00 a.m. (EST) on Monday, June 13, 2022
(Zoom invite will be provided to qualified respondents)

EMAIL INQUIRES TO: Tamara White, Administrative Services Manager
whitet@jipsd.org

Important Note to Respondents

The James Island Public Service District (District) reserves the right to reject any and all proposals, or parts of proposals, when it is judged to be in the best interest of the District. **Responding to the RFP acknowledges your company agrees to using the terms and conditions detailed in the Professional Services Contract (Exhibit B) detailed below as the basis to establish a contractual relationship with the District.** Responding to this RFP acknowledges that the District has the right to omit your company's proposed terms of service and/or service agreement from the response package to be replaced by the Professional Services Contract (Exhibit B). Only the company names, company representatives, the agreed upon terms of consideration for the services, and the identification of the contract documents will be modified by the District in the template Professional Services Contract (Exhibit B) to establish the contractual relationship with the selected vendor.

Summary

The James Island Public Service District (District) is seeking a consultant to support the Commission and Leadership Team through the process of creating a new strategic plan to direct the future vision, mission, core values, goals, objectives, and implementation plan for the organization. The consultant will report to District Administration and will be expected to present to the District Commission. The District's target is to have the new strategic plan completed by December 2022 (presented at the Regular Commission Meeting on Monday, December 12, 2022) for implementation beginning January 2023.

Background

The James Island Public Service District is a special purpose district created by Act No. 498 of the General Assembly of the State of South Carolina, Regular Session of 1961, and subsequent Amendments, for the purpose of providing wastewater, solid waste, and fire protection and rescue services on James Island, South Carolina. The District provides these services to residents in the unincorporated areas of James Island, as well as the residents of the Town of James Island, and some residents of the Cities of Charleston and Folly Beach. The District operates as a Special Purpose District form of government, with a District Manager, Dave Schaeffer, serving as Chief Executive Officer and its Commission consists of 7 elected officials who serve 4-year terms.

Our Mission is to provide high quality public services in a cost effective and professional manner. Our Vision is to be the best Special Purpose District in South Carolina. The following core values are currently essential to the success of our organization, mission, and vision:

● **S** – Safety ● **T** – Teamwork ● **R** – Respect ● **I** – Integrity ● **D** – Dedication ● **E** – Excellence ● **S** – Service

The District has not developed a robust implementation plan to ensure specific goals and objectives are completed within a specific time frame; documented adjustments to the plan when necessary; or linked the strategic initiatives with the District's annual budgeting process (District's Fiscal Year runs July 1st through June 30th). The District will be focused on a consultant that has demonstrated experience helping government entities implement the strategic plans that have been developed.

Topics of priority for the District's Strategic Planning for 2023-2027 (FY24 – FY27) include, but are not limited to, the following (not listed in order of priority):

- The need to plan and guide the organization in a rapidly changing environment.
- The need to engage stakeholder groups to prioritize future improvement initiatives; translate stakeholder feedback into an implementable strategy; development of realistic time lines for initiative implementation; develop metrics used to track progress towards initiative completion; ongoing support to engrain the implementation of the strategy into the District's Annual Budgeting Process; provide template for routine updates to the JIPSD Commission (Memorialize Wins & Document Lesson Learned / Modifications to the Strategy).

- The need to plan, align, and prioritize the District’s Capital Investment into Rolling Stock, Facilities, and Wastewater Infrastructure with the projected future property tax revenue as well as future enterprise fund revenue.

Scope of Services

The District seeks a consultant who will lead the District through the development and implementation of an actionable strategic plan. The consultant should be knowledgeable in the field of local governments, public service districts and community development, and be creative, engaging, efficient, and cost competitive. Some required tasks to include in your proposal:

- Inform the overall design process for the Strategic Planning process, create, and implement methods to gather information and track metrics that show progress towards completion.
- Structured Strategic Planning Kick Off Event to set the stage and develop the parameters for the District’s 5 year strategic plan 2023-2027; obtain initial feedback from stakeholders on the current state of the District (actionable vision / mission / core values / goals / objectives / key metrics to track progress on implementation of the plan); shape interview questions for stakeholders; establish milestones towards the December 2022 completion of the strategic plan development / presentation to the District’s Commission; establish milestones towards the projected implementation of the strategic plan January 2023 (through the first year of implementation December 2023); establish milestones towards linking the District’s Annual Strategic Planning Process with its Capital Planning and Annual Budget Development Process (Fiscal Year July 1st through June 30th);
- Research & Discovery Phase
 - Conduct research on Charleston region/geography, James Island and Regional Stakeholders (Town of James Island, City of Charleston, Charleston County, Unincorporated Charleston County Residents, Automatic Aid Group for Fire Protective Services, Charleston Water System, the City of Folly Beach, etc.), Trends, SWOT analysis, etc.;
 - Interview District Stakeholders
 - Members of the JIPSD Commission - 7
 - Members of the District Leadership Team/Department Directors - 11
 - Supervisors and Employees from each Department – Administration, Fire, Solid Waste, Fleet and Wastewater - 10
 - Summarize and document interview results and discuss possible focus areas for public engagement with all stakeholders;
 - Conduct structured in-person public engagement sessions (proposed Monday, August 8, 2022, at 6:30 pm when the District Commission would normally conduct a Committee Meeting – 2nd Monday of the month);

- Use the initial feedback provided to summarize initial findings to develop/conduct/report documented electronic survey results in August-September 2022 (with the electronic survey results compiled for the final presentation to the Commission Monday, December 12, 2022);
- Use the results of the electronic survey along with the initial feedback to determine the scope of the District's strategic focus areas for plan development; formalize initial findings into a preliminary report from the Research & Discovery Phase by Tuesday, October 18, 2022.
- Strategic Plan Development
 - Synthesize all stakeholder input into the strategic focus areas so that appropriate workshops can be planned with necessary stakeholder groups;
 - Align the stakeholder groups to discuss input of the new vision / mission / core values (if needed), as well as gauge prioritization of strategic initiatives with realistic time frames for completion over the next five years;
 - Provide drafts of the Strategic Plan and Implementation Plan to the Commission by Wednesday, November 16, 2022, to be included as supporting documentation in the Meeting Packet for the Regular Commission Meeting scheduled for Monday, November 21, 2022;
 - Compile all final input of the finalized strategic plan by Wednesday, December 7, 2022, to be considered for presentation by the vendor to the District Commission at the Regular Meeting scheduled Monday, December 12, 2022;
 - Provide ongoing support to the District for the first 12 months associated with the implementation of the Strategic Plan; help determine and support any modifications that need to be made through the first 12 months / help create a reporting template for implementation progress.

RFP Submission Requirements

To respond to this RFP, please submit the following.

- Statement of Qualifications.
- Statement of Methodology/Approach to deliver proposed scope of services.
- Detail of Proposed Fees for Professional Services. A complete detail of total project costs based on the above scope of work is requested. Please include all fees, applicable hourly rates, or reimbursable expenses that may apply, such as travel, etc. The District needs to easily understand the total amount of investment proposed to complete the Strategic Plan development plus ongoing support for the first 12 months of Strategic Plan implementation (through December 2023). Please

describe in detail how the selected vendor will work with the District to ensure successful implementation and progress reporting throughout the first 12 months. The District needs to easily understand the details of the rationale and methodology used to calculate your firm's total projected cost estimates in the form of "an amount not to exceed." Please include options and recommendations for shared work for the District's staff to perform that could reduce overall cost. In addition to "an amount not to exceed," please include amounts and rates to continue to work with the District beyond the first 12 months of implementation.

- Proposed timeline with critical benchmarks not detailed above.
- Required certificates of insurance.
- Three professional references with contact information. Ideally, these references would be local government entities that are in the process of implementing the strategic plans your firm developed.

Proposal Process

Vendors that meet the submission requirements will be required to attend a virtual meeting via ZOOM to participate in a Q&A session with District Administration at 10:00 a.m. on Monday, June 13, 2022.

Submit proposals to Tamara White, Administrative Services Manager of the James Island Public Service District via email to whitet@jipsd.org by Wednesday, June 8, 2022. Proposals will be reviewed by District Administration and finalists will be notified by Monday, June 13, 2022. Interview of the finalists will be completed by Tuesday, June 21, 2022. Final selection will be completed by Thursday, June 23, 2022. The successfully selected vendor may be required to attend the 7:00 pm Regular Meeting on Monday, June 27, 2022, when proposal is submitted to the District Commission for approval. Work on the development of the District's strategic plan will begin as soon as necessary to meet completion deadline to present to the Commission on December 12, 2022.

JAMES ISLAND PUBLIC SERVICES DISTRICT
STANDARD FORM OF AGREEMENT BETWEEN DISTRICT AND PROFESSIONAL
FOR
PROFESSIONAL SERVICES CONTRACT

This is a Contract Agreement (the "AGREEMENT"), by and between the JAMES ISLAND PUBLIC SERVICE DISTRICT, a South Carolina Special Purpose District, whose mailing address is 1739 Signal Point Road, Charleston, SC 29412, hereinafter referred to as the "DISTRICT", and "INSERT NAME OF THE COMPANY," a South Carolina Corporation, whose address is "INSERT STREET ADDRESS," hereinafter referred to as "PROFESSIONAL."

ARTICLE 1. SERVICES OF PROFESSIONAL

A. Scope of Services

- i. PROFESSIONAL shall provide, or cause to be provided, the services set forth in Article 1B below and as set forth in **Exhibit A** ("Services").
- ii. The PROFESSIONAL will provide Services and perform all obligations necessary thereto as described in this AGREEMENT.
- iii. "Services" shall at all time relevant hereto means performance of a task, assistance, support or access to resources under this AGREEMENT and deliverable of such as delineated herein or as expressly listed in **Exhibit A**.

B. *Description of Services.* PROFESSIONAL will provide Strategic Planning Consultation services to the DISTRICT.

ARTICLE 2. METHOD OF PAYMENT FOR SERVICES

A. *Contract Sum.* The consideration for Services provided pursuant to this AGREEMENT shall be the lump sum amount of \$XX,XXX.XX per year for a period of twelve (12) months starting MONTH, DAY, YEAR through MONTH, DAY, YEAR by DISTRICT to PROFESSIONAL based on monthly (\$X,XXX.XX) terms.

B. *Payment.* Consideration payments are paid in arrears and shall be made on a monthly (\$X,XXX.XX per month) basis and paid on or before the ____ day of every month for Services provided and accepted the previous month.

C. *Commencement.* The AGREEMENT shall become effective upon full execution of both parties hereto and PROFESSIONAL shall begin rendering Services on _____.

ARTICLE 3. CONTRACT DOCUMENTS

- A. *Documents.* The documents which form the basis for this contractual understanding between DISTRICT and PROFESSIONAL are as follows:
- i. This Agreement
 - ii. A letter submitted by PROFESSIONAL to DISTRICT dated MONTH DAY, YEAR.
 - iii. Proposal submitted by PROFESSIONAL to DISTRICT dated MONTH DAY, YEAR.
- B. *Conflicts.* To the extent any conflicts arises within the documents set forth in Article 3A, the terms as set forth in this AGREEMENT shall govern. If this AGREEMENT does not address the language in conflict, the stricter application of the requirement or obligation shall apply.

ARTICLE 4. STANDARDS OF PERFORMANCE

- A. *Standard.* The standard of care for all Services performed or furnished by PROFESSIONAL under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Compliance.* PROFESSIONAL does hereby agree to engage in the work as described herein and perform same in a manner to be commonly expected of someone performing the services as generally described below and herein.
- C. *Consultants.* PROFESSIONAL may employ such consultants as PROFESSIONAL deems necessary to assist in the performance or furnishing of the Services, subject to reasonable and timely objections by the DISTRICT.
- D. *Regulations and Standards.* PROFESSIONAL shall comply with all applicable Laws, Regulations and industry standards for the Services being provided as of the date of Commencement.

ARTICLE 5. INSURANCE

- A. PROFESSIONAL shall procure and maintain insurance, including policy limits and necessary endorsements, to meet the requirements set forth in **Exhibit B**, "Insurance" to this AGREEMENT.

ARTICLE 6. INDEMNIFICATION

- A. The PROFESSIONAL shall indemnify, protect and hold harmless DISTRICT, its Commissioners, officers, directors, partners, employees, agents, and consultants of each from and against all claims, costs, losses, and damages (including reasonable attorney's fees and charges of engineers, architects and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of PROFESSIONALS, or any consultant, subcontract and/or supplier within PROFESSIONAL's control to provide Services or for whose acts any of them may be liable.
- B. In any and all claims against DISTRICT or any of its respective Commissioners, consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of PROFESSIONAL, consultant, supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by an limitation on the amount or type of damages, compensation, or benefits payable by or for the PROFESSIONAL or any such consultant, Supplier or individual or entity under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- C. The PROFESSIONAL's indemnity obligations under this Paragraph shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) and punitive damages (if any) arising out of, or in connection with, any (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of public authority that bears upon the performance of the Services by PROFESSIONAL, or any person or entity for which the PROFESSIONAL is liable, (2) means, methods, procedures, techniques, or sequences of execution of performance of the Services, and (3) failure to secure for permits, fees, approvals, licenses, and inspections as required under the Contract Documents.
- D. PROFESSIONAL shall indemnify and hold harmless the DISTRICT, its Commissioners, officers, directors, partners, employees, and agents from and against any costs and expenses, (including reasonable attorneys' fees and court costs) incurred by any of them in enforcing any of the PROFESSIONAL's defense, indemnity and hold harmless obligations under the AGREEMENT.

ARTICLE 7. TERMINATION

- A. DISTRICT may terminate this AGREEMENT with or without cause at any time, upon seven (7) days prior written notice to the PROFESSIONAL. Upon such termination, DISTRICT shall pay PROFESSIONAL all amounts due and owing under this AGREEMENT for all Services provided up to the effective date of termination.

ARTICLE 8. DISPUTE RESOLUTION

- A. *Mediation.* DISTRICT and PROFESSIONAL agree to mediate all disputes between them in good faith prior to the commencement of legal action. Each party shall be responsible for their own attorneys' fees and costs associated with mediation.
- B. *Jurisdiction.* If the parties fail to resolve a dispute through mediation, then all disputes shall be filed in the Court of Common Pleas for Charleston County, South Carolina.

ARTICLE 9. EMPLOYMENT PRACTICES

- A. *Equal Opportunity Employment.* PROFESSIONAL shall comply with all state and federal Anti-discrimination laws in its operations and in providing Services pursuant to this AGREEMENT.
- B. *Immigration Reform and Control Act Compliance.* PROFESSIONAL shall comply with all requirements imposed on employers under the Immigration Reform and Control Act ("IRCA") with regard to every employee who will perform Services for PROFESSIONAL related to this AGREEMENT. PROFESSIONAL further agrees that PROFESSIONAL is the "employer" as that term is defined at 8 C.F.R. Section 274(a) 1(g), and that the DISTRICT is not the "employer" as so defined, with regard to such employees.
- C. *Indemnity.* PROFESSIONAL agrees that if it fails to comply with the requirements of the laws referenced in Article 9 herein, or it is determined by any governmental agency that an employee providing services under this AGREEMENT is not authorized for employment in the United States, PROFESSIONAL shall indemnify and hold harmless the DISTRICT from any liability or costs (including reasonable attorneys' fees) incurred by the DISTRICT as a result thereof.

ARTICLE 10. GENERAL TERMS AND CONDITIONS

- A. *Modifications.* Any modifications to this AGREEMENT or additional obligations assumed by either party in connection with this AGREEMENT, shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party.
- B. *Authority to Contract.* Each party warrants and represents that it has authority to enter into this AGREEMENT and that the statements herein shall bind all heirs, successors, and assigns of both parties.
- C. *Governing Law.* The services provided by this AGREEMENT shall be governed by the laws of the State of South Carolina.
- D. *Severability.* If any provision of this AGREEMENT is deemed to be invalid, it shall not effect the other remaining valid provisions hereof.
- E. *Notices.* Any notices to be sent to either party are to be sent to those addresses as set forth in the first paragraph of this AGREEMENT.
- F. *Incorporation of Agreement.* This document is to be a total incorporation of all agreements and representations of and between each party hereto to the exclusion of any prior verbal representations.
- G. *Assignability.* Any rights provided for in this Agreement, to any party hereto, are not assignable.
- H. *Non-waiver.* The failure of DISTRICT to insist, in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of the contract documents, shall not be construed as a waiver or relinquishment of the rights of DISTRICT to insist on the future performance of any such terms covenants, or conditions, but the obligations of the PROFESSIONAL with respect to such future performance shall continue in full force and effect.

JAMES ISLAND PUBLIC SERVICE AGREEMENT

Dated:

Signed By: Dave Schaeffer

Its: District Manager

INSERT COMPANY NAME OF PROFESSIONAL

Dated:

Signed By: Insert Name of Representative

Its: Insert Title of Representative

EXHIBIT A

“Scope of Services”

The District seeks a consultant who will lead the District through the development and implementation of an actionable strategic plan. The consultant should be knowledgeable in the field of local governments, public service districts and community development, and who are creative, engaging, efficient, and cost competitive. Some required tasks to include in your proposal:

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 - Interview District Stakeholders
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 - Members of the District Leadership Team and department Directors - 11
 - Supervisors and employees from each department: Administration, Fire, Solid Waste, Fleet and Wastewater - 10
 - Summarize and document interview results and discuss possible focus areas for public engagement with all stakeholders

- Conduct structured in-person public engagement sessions (August 8, 2022, at 6:30 pm when the District Commission would normally conduct a Committee meeting)
 - Use the initial feedback provided to summarize initial findings to develop / conduct / report documented electronic survey results in August-September 2022 (with the electronic survey results compiled for the final presentation to the Commission December 2022)
 - Use the results of the electronic survey along with the initial feedback to determine the scope of the District's strategic focus areas for plan development
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EXHIBIT B

“Insurance”

Insurance

- A. PROFESSIONAL is agreeing to assume the responsibility for the Services as described above and herein, and shall maintain, at a minimum, the following insurance coverages:
- i. Professional and General Liability
 - a. Each Occurrence: \$1,000,000.00
 - b. General Aggregate: \$2,000,000.00
 - ii. Workman’s Compensation Insurance in compliance with the statutes of the State of South Carolina or the state which has jurisdiction over the PROFESSIONAL’s employees with a minimum limit of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
 - iii. Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of One Million Dollars and 00/100 (\$1,000,000.00).
 - iv. Umbrella/Excess Liability
 - a. Each Occurrence: \$1,000,000.00
 - b. General Aggregate: \$1,000,000.00
- B. PROFESSIONAL shall provide an actual endorsement indicating thereon that the DISTRICT has been named as an additional named insured at the time in which this AGREEMENT is signed by PROFESSIONAL. Coverage under the additional insured endorsement shall be considered primary.
- C. If any Services are to be performed by a subcontractor, consultant, or other entity or individual under the control of PROFFESSIONAL or for whom PROFESSIONAL is liable for, PROFESSIONAL shall require the same to comply with all provisions of this AGREEMENT, including but not limited to these insurance provisions.
- D. Before DISTRICT is to execute this AGREEMNT, the PROFESSIONAL shall submit evidence that all required insurance policies are in effect, along with the required additional insured endorsement, and that the insurance company(s) providing such coverage will be noticed of the need to maintain the insurance coverage as provided above and herein, for the duration of this AGREEMENT,

and same will not be modified and/or canceled, without the insurance company(s) giving thirty (30) days advance notice of same to DISTRICT.