



# Myrtle Beach Area Chamber of Commerce Leadership Grand Strand Program

# Request for Qualifications Leadership Grand Strand - Leadership Training

<u>Step One:</u> NDA & Service Provider Form Due by: 5:00 p.m. EST on April 1, 2024

<u>Step Two:</u> Qualifications are due by: 5:00 p.m. EST on April 8, 2024

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# Background

The Myrtle Beach Area Chamber of Commerce & CVB ("MBACC") is a South Carolina nonprofit corporation committed to promoting, protecting, and improving the business community. MBACC serves Myrtle Beach, North Myrtle Beach, Surfside Beach, Little River, Atlantic Beach, Garden City Beach, Loris, Conway, Aynor, Murrells Inlet, Litchfield Beach, Pawleys Island, Socastee, and Carolina Forest.

MBACC works in the areas of advocacy, new business assistance, promotion of individual businesses, emergency communications, education & training, young professional development, leadership development, real estate promotion, business referrals, networking, as well as many community-oriented projects for the entire Grand Strand.

The organization, while serving the function of a chamber of commerce, is also the area's officially recognized destination marketing organization through our Myrtle Beach Area Convention & Visitor's Bureau (Visit Myrtle Beach). Our mission is to market and promote the Grand Strand area as the premier beach destination in the United States for individuals, families, groups, and business travelers.

Leadership Grand Strand is a program sponsored by the Myrtle Beach Area Chamber of Commerce to develop a corps of informed, committed, and qualified individuals capable of providing dynamic leadership for the Grand Strand area. The 10-month program accepts up to 33 participants each year and meets monthly to work on team projects and is moving into its 45<sup>th</sup> year. The program normally meets at different locations on the first Thursday of each month except for October, which is reserved for the class opening retreat.

#### Structure

MBACC is recognized as a nonprofit organization within the meaning of Section 501(c)6 of the Internal Revenue Code, as amended. The organization is over 80 years old and includes a main office, airport welcome center, and mobile visitor center. MBACC has 43 full-time employees and a leadership team of eight. The organization has over 2,200 + members, a 24-member board of directors, and multiple committees and task forces led by volunteers. The organization manages a multi-million-dollar budget which includes private dollar investment and public dollars focused on tourism promotion efforts.

Leadership Grand Strand falls under the umbrella of the programs of the MBACC, but it is managed by a separate 16-member Board of Regents (BOR) and has a dedicated executive director for the program. The organization manages a budget that requires it to be a self-sustaining program for the MBACC.

# **RFQ Overview/Scope of Services**

In 2023 our leadership training consisted of the following subjects: SELF Profile Assessment, The Leadership Challenge, Personal Accountability, Crucial Conversations, Multi-generational Leadership, Building Your Leadership Brand, and Leaving Your Leadership Legacy.

For 2024/2025 other topics of interest noted by the LGS BOR include the following options: Health (mental, life balance), DEI, Generational Leadership, Technology, Difficult Conversations/Negotiations, How to Present (presentations, meetings, ideas, media), Personal Accountability/Group Accountability, and Building Your Leadership Brand. We welcome additional topic ideas from leadership trainers, but we offer these to give you examples of the direction we seek to move forward with.

For 2024/2025, we will also seek an option for an assessment activity for the entire group. We normally cover the assessment at the Opening Retreat. Currently we have been utilizing the SELF assessment, but we are open to new ideas for assessment options for the class members. Please make sure to include what assessment you are suggesting and all costs relevant to utilizing the assessment on a per person basis.

# For 2024/2025 we have need for leadership training for the following days/timeframes:

Orientation Session	15-20 Minute Overview	Aug. 15, 2024
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Opening Retreat 7 hours over 2 days Oct. 24 & 25, 2024

4 Additional Sessions 3-4 hours Date Options:

Sept. 5, 2024,

Nov. 7, 2024, Jan. 2, 2025, Feb. 6, 2025, March 6, 2025, or

April 3, 2025

Closing Session 5 ½ hours May 1, 2025

Additionally, the leadership trainer(s) should plan to attend the LGS BOR planning retreat on June 7, 2024, for two hours to discuss the upcoming class curriculum and lead the BOR in a team building exercise.

We prefer leadership training sessions to be the first half of the class day for the four sessions in September, November, January, February, March, or April. For example, from 9 a.m. – 12:30 p.m.

The opening retreat in October will be held at the Wampee Conference Center in Pinopolis, SC and will require an overnight stay. LGS will provide all meals and accommodations for the leadership trainer(s).

While we know our leadership trainer(s) will be working with other groups and organizations, we ask that the content utilized for Leadership Grand Strand be exclusive to our program throughout the areas of Horry and Georgetown Counties.

MBACC/LGS also reserves the right without prejudice to reject proposals in whole or in part that do not comply with the provisions of this RFQ. LGS may choose not to select certain services set forth in the RFQ. Although, overall compensation and fees are important factors in the evaluation of the proposals, LGS may not select the lowest bidder after evaluating all relevant factors as determined by LGS.

During the evaluation process, LGS reserves the right, where it serves its best interest, to request additional information or clarifications from proposers, or to allow corrections of errors.

In selecting an organization, LGS's primary goals are to partner with an organization or organizations that demonstrate the most dynamic and educational leadership opportunities for our students.

LGS staff and the LGS BOR subcommittee will oversee the RFQ process, including deciding on the service provider to be selected and presented to the LGS Board of Regents for formal approval. A select group of area industry professionals and stakeholders will be consulted for input throughout the RFQ process. MBACC/LGS shall be the "Client" or "Customer" on all services rendered pursuant to a final agreement between MBACC/LGS and the prospective service provider. For purposes of the RFQ, proposed vendors, bidders, service providers, or offerors shall be known as "Service Providers."

# **Term of Contract**

The contract period will be for an initial term of one (1) year (the "Initial Term") unless terminated sooner in accordance with the contract, with two (2) one-year renewal options to extend. The compensation and fees for services quoted in the proposals must be guaranteed for the entire period of the project study period. Nothing in this paragraph shall limit the ability of the parties to terminate the contract(s) at earlier dates as herein provided. Note that fees/compensation should be quoted in U.S. dollars and payment will be made in U.S. dollars. Contract will be administered under the laws of the State of South Carolina, in the United States.

#### **RFQ Administrator Contact Information**

#### PLEASE DIRECT ANY AND ALL CORRESPONDENCE AND QUESTIONS TO:

Diana Greene, Executive Director Leadership Grand Strand 1200 N. Oak St. Myrtle Beach, SC 29577 Tel: 843-458-2962

Diana.Greene@VisitMyrtleBeach.com

# <u>Timeline</u>

Task	Completion Date
RFQ published	3/18/24
Submit signed NDA/Confidentiality Agreement & Service Provider Certification Form	4/1/2024 by 5 p.m. EST
Service Provider RFQ Information Provided	4/8/2024 by 5 p.m. EST
Notification of Finalists	4/15/2024
Finalists Presentations	5/8/2024
Service Provider Selection Complete	5/15/2024
Award Contract	5/29/2024

<sup>\*</sup> Timeline subject to change.

# **Response Guidelines**

- ➤ Signed NDA and completed Service Provider Certification Form using the forms provided by MBACC/LGS must be submitted via email by Service Provider to MBACC/LGS on or before 3/25/2024 by 5:00 p.m. EST to participate.
- Any questions related to the RFQ must be submitted to MBACC/LGS no later than noon April 4, 2024. Questions asked by individual service providers will be answered directly with the Service Provider and not posted and available for other participating RFQ service providers.
- ➤ Written qualifications and examples of leadership training options must be submitted ELECTRONICALLY to MBACC/LGS on or before 4/8/2024 by 5:00 p.m. EST for consideration. Late proposals cannot be accepted.
- Additionally, each provider will be asked to submit 10 copies of printed materials to the attention of Diana Greene at the Myrtle Beach Area Chamber of Commerce office located at 1200 North Oak Street, Myrtle Beach, SC 29577.
- Response <u>must</u> be dated and signed by a principal of the Service Provider or such person with full power and authority to execute the same. MBACC/LGS reserves the right to request proof of ownership of the Service Provider or authority of those persons submitting the response to the RFQ.
- ➤ If requested by MBACC/LGS, the Service Provider must be available to present in person to MBACC/LGS on May 8, 2024, during normal business hours.
- ➤ MBACC/LGS will not return any materials submitted as part of this process.

PLEASE SUBMIT COMPLETED PROPOSALS (as well as NDAs and Service Provider certifications forms) ELECTRONICALLY VIA EMAIL to <a href="mailto:Diana.Greene@VisitMyrtlebeach.com">Diana.Greene@VisitMyrtlebeach.com</a>. Please drop off 10 copies of printed material to Diana Greene at the Myrtle Beach Area of Chamber office, located at 1200 N. Oak St., Myrtle Beach, SC 29577.

Diana D. Greene, Executive Director Leadership Grand Strand

All electronic submissions should include "LGS – Leadership Training RFQ Response" in the subject line.

At a minimum, this qualification response must include the following:

# **Service Provider's Company Information**

- Name and address of main office and any branch offices and the years each were established.
- Primary proposed team to provide the services for the MBACC/LGS, including responsibilities, office location, professional background information and contact information for each member of the proposed team.
- Brief summary of company background/history.
- Any current or pending litigation brought against the Service Provider by its clients within the past five years.
- References from (3) three Service Provider's current clients.
- Leadership Training options suggested for program.

Key resources applicable to the project described in this RFQ.

From this preliminary evaluation, MBACC/LGS will establish a short-list of prospective proposers that may be invited to make a virtual oral presentation.

# Compensation, Fees, and Related Information

Please provide a detailed fee proposal schedule delineating fees associated with all services set forth <u>and</u> those fees associated with additional services that may be provided in conjunction with your response to service enhancements. Please also include other fees not identified on the fee schedule such as one-time or set up charges, research fees, etc. Please provide fees in U.S. dollars.

Please provide <u>at least three</u> business references from organizations with characteristics similar to MBACC/LGS that utilize services similar to those addressed by this RFQ.

#### **Institutional Profile**

Please provide a detailed profile of your organization, including but not limited to the history of the institution, industries and regions served, and corporate structure.

Please self-identify in the proposal if your business is considered a minority owned business, and if so, indicate if you use other minority owned vendors and/or services within your organization. Minority owned means at least 51% ownership by the following minority groups: women, LGBTQ, African American, Latino, Asian, Jewish, Hispanic, Disabled, Veteran, Native American, Arab/Middle Easter, Pacific Islander, Hawaiian Native, Alaskan Native, Indian, and/or other religious or cultural subgroups.

#### **Other Select Information**

Please include with your proposal the following information:

 A summary of all insurance coverage carried by the institution directly or indirectly relative to the services requested in this RFQ. Such coverage should include but is not limited to commercial liability, business interruption, workers' compensation, errors and omissions of directors, officers, and other personnel.

#### **Proposer Guarantees and Warranties**

The proposer certifies and/or acknowledges the following:

- 1. The proposing organization can and will provide and make available, as a minimum, all services set forth in this proposal.
- 2. The proposing organization warrants that it will not delegate or subcontract its responsibilities under a contract to provide the services outlined.
- 3. The proposing organization warrants that all information provided by it in connection with this proposal is true and accurate.

4. The proposing organization represents and warrants that the individual whose signature appears below is authorized by the organization to submit a proposal and to bind the institution to the terms and conditions set forth in its proposal.

# Geography

There are no geographic restrictions upon the location of Service Providers allowed to submit RPFs; provided, however, all Service Providers must demonstrate their ability, recommended plan, and commitment to provide the requested services to MBACC regardless of location. Preference will be given to local area organizations in the Grand Strand area as they will have direct, requisite knowledge of the destination area.

# **Decision Making Criteria**

The following criteria will be used as a guide by the RFQ Task Force when evaluating proposals:

Understood and provided all items requested in RFQ with appropriate level of detail	15
Staff experience - Demonstrated experience of key personnel in projects of similar scope and nature	25
Cost competitiveness - is best option for MBACC/LGS based on overall value-cost proposition	35
Leadership training options provided, including expertise, experience and innovation of ideas presented.	25
Total	100





# **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement (the "Agreement"), dated as of (\_\_\_\_\_\_) ("Effective Date"), is between Myrtle Beach Area Chamber of Commerce/Leadership Grand Strand, a South Carolina limited liability corporation ("Disclosing Party"), and [], ("Recipient").

- 1. In connection with Recipient's (the "**Purpose**"), Disclosing Party may disclose to Recipient, or Recipient may otherwise receive access to, Confidential Information (as defined below). Recipient shall use the Confidential Information solely for the Purpose and, subject to Section 3, shall not disclose or permit access to Confidential Information other than to its employees, officers, attorneys, accountants[and financial advisors (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by written confidentiality agreements/confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Recipient shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and use its best efforts and cooperate with Disclosing Party to prevent further use or disclosure. Recipient will be responsible for any breach of this Agreement caused by its Representatives.
- 2. "Confidential Information" means all non-public, proprietary or confidential information of Disclosing Party/relating to Disclosing Party's, in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or designated as "confidential," and all notes, analyses, summaries, and other materials prepared by Recipient or any of its Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing ("Notes"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' act or omission; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was in Recipient's or its Representatives'

possession, as established by documentary evidence, before Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Recipient or its Representatives, as established by documentary evidence, without using any Confidential Information. Confidential Information also includes: (x) the facts that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed.

- 3. If Recipient or any of its Representatives is required by a valid legal order or subpoena to disclose any Confidential Information, Recipient shall, before such disclosure, notify Disclosing Party of such requirements so that Disclosing Party may seek a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its outside legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.
- 4. On the expiration of this Agreement or otherwise at Disclosing Party's request, Recipient shall promptly return to Disclosing Party or destroy all Confidential Information in its and its Representatives' possession other than Notes, and destroy all Notes, and certify in writing to Disclosing Party the destruction of such Confidential Information.
- 5. Disclosing Party has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into, or otherwise pursue the Purpose. Disclosing Party provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and Disclosing Party will have no liability to Recipient or any other person relating to Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.
- 6. Disclosing Party retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to Recipient or any other person.
- 7. The rights and obligations of the parties under this Agreement expire 7 years after the Effective Date; provided that with respect to Confidential Information that is a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.
- 8. Recipient acknowledges and agrees that any breach of this Agreement will cause injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to equitable relief as a remedy for any such breach.
- 9. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of South Carolina, without regard to the conflict of laws

provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in Horry County, South Carolina. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

- 10. All notices must be in writing and addressed to the relevant party at its address set out in the preamble (or to such other address such party specifies in accordance with this Section 10). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective on actual receipt.
- 11. This Agreement is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[ <mark>Name of Recipient</mark> ]	Leadership Grand Strand
Ву	Ву
Name:	Name: Diana Greene
Title:	Title: Executive Director
Business:	
Telephone:	
E-Mail:	
Address:	





# **Service Provider Certification Form**

(Service Provider must sign and return with qualification outline.)

Company name of Service Provider	
	nformation contained within this RFQ, submits the attached true, complete, and correct to the best of my knowledge and on on behalf of the company.
Authorized Signature	Date
Title	
Print/Type Name	
Telephone Number	

#### Method of Selection

Following receipt of written qualifications from Service Providers, the MBACC/LGS Staff and committee members may thereafter select those Service Providers that qualify as finalists. Finalists will be asked to present their options by making a presentation in-person to the Leadership Grand Strand BOR and staff. This will be determined at the sole discretion of the MBACC/LGS. Specific information about the presentation will be shared with the finalists at the time of their notification. Final selection of the winning Service Provider shall be based on a combination of the written proposals and presentations.

# **Award of Contract**

Selection shall be made of one or more Service Providers (as applicable) that are deemed to be fully qualified, and best suited among those submitting proposals on the basis of the evaluation factors included in the RFQ, including price and the Service Provider's ability to successfully perform all contract requirements (inclusive of meeting the criteria set forth in the RFQ). Price structure shall be considered but will not be the sole determining factor. MBACC/LGS upon formal approval by the LGS Board of Regents shall select the Service Provider which, in its opinion, has made the best proposal and is most advantageous to MBACC/LGS, and award the contract to that Service Provider. MBACC/LGS will not furnish a statement of the reason why a particular proposal by a Service Provider was not deemed to be the most advantageous to MBACC/LGS. At any time during the RFP process, including during any negotiations or discussions with a Service Provider, MBACC/LGS may terminate such negotiations or discussions at any time and resume the RFQ process or issue a new RFQ. The reason for such termination shall be made part of the file. The award document shall be a signed contract incorporating by reference all the requirements set forth herein, the General Terms and Conditions of the RFQ as set forth below, and the Service Provider's proposal.

# Rejection of Proposals

MBACC/LGS reserves the right to reject any or all proposals received and the right to choose different Service Providers to execute certain parts of the RFQ. Non-acceptance of a proposal means that one or more other Service Providers were deemed more advantageous to MBACC/LGS or that all proposals were rejected.

# **Accessibility of Proposals**

To be considered for selection, please ensure that the digital version of the submitted proposal is accessible by standard screen reading technology on both a PC and Apple Mac device.

#### **Ownership of RFQ Materials**

All proposals become the property of the MBACC/LGS upon receipt. Selection or rejection of the proposal will not affect this right. MBACC/LGS shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to the RFQ. Disqualification of a proposal does not eliminate this right.

# **General Terms and Conditions**

- 1. **RECEIPT AND OPENING OF QUALIFICATIONS** It is the responsibility of the Service Provider to ensure that the qualifications are delivered to the place designated for receipt of qualifications prior to the time set for receipt of qualifications. No qualifications received after the time designated for receipt of qualifications will be considered.
- 2. **APPLICABLE LAWS AND COURTS** The RFQ and any resulting contract shall be governed in all respects by the laws of the state of South Carolina and any litigation with respect thereto shall only be brought in the courts of the state of South Carolina. The Service Provider shall comply with applicable federal, state, and local laws and regulations.
- 4. **ANTI-DISCRIMINATION/SOUTH CAROLINA FAIR EMPLOYMENT ACTS** By submitting their qualifications, all Service Providers certify that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the South Carolina Human Affairs Law, as amended, where applicable.
  - A.) During the performance of the contract, the Service Provider agrees as follows:
    - i.) The Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Service Provider. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, all notices required by law, including those setting forth the provisions of this nondiscrimination clause.
    - ii.) The Service Provider, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, will state that such Service Provider is an equal opportunity employer.
    - iii.) All notices, advertisements and solicitations shall be placed in accordance with federal law, rule, or regulation.
  - B.) The Service Provider will include a nondiscrimination provision consistent with the provisions of subparagraph A above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

#### 5. Ethics in Public Contracts

By submitting their qualifications, all Service Providers certify that their qualifications are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Service Provider, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any MBACC/LGS employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

# 6. Immigration Reform and Control Act of 1986

By submitting their qualifications, Service Providers certify that they do not and will not, during the performance of the contract employ individuals not authorized to work in the United States or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

# 7. Obligation of Service Provider

By submitting their qualifications, the Service Provider covenants and agrees that he/she has satisfied himself/herself, from their own investigation of the conditions to be met, that he/she fully understands his/her obligation and that he/she will not make claim for, or have right to, cancellation or relief from the contract because of any misunderstanding or lack of information.

#### 8. Clarification of Terms

If any prospective Service Provider has questions about the specifications or other solicitation documents, the prospective Service Provider should contact the RFQ Liaison, Diana Greene at diana.greene@visitmyrtlebeach.com. Any revisions to the RFQ will be made only by addendum to the RFQ issued by the MBACC/LGS Staff.