

Spokane Public Schools RFP NO. 27-1920 July 2020

Purchasing Services 2815 East Garland Spokane, WA 99207 509-354-7174 Buyer: Barb Carson 509-354-7186

REQUEST FOR PROPOSALS: RFP NO. 27-1920 - STRATEGIC PLANNING

CONSULTANT SERVICES

RFP ACCEPTED UNTIL: 4:00:00 PM PDT AUGUST 31, 2020

BACKGROUND

SPOKANE PUBLIC SCHOOLS (SPS), located in Spokane, Washington, is the largest K-12 is the largest K-12 school district in eastern Washington and the one of the largest districts in the state. We serve 30,000+ students in 34 elementary schools, 6 middle schools, 7 high schools and 9 administration/other sites for a total of 57 district facilities. The District employs 3,200+ regular employees, with 1,700+ being classroom teachers.

The School District's current comprehensive strategic plan will be complete in 2020. The Purchasing Department of Spokane Public Schools is seeking proposals from consultants/firms to guide the School District with the development of renewed comprehensive strategic plan. The process is expected to take 2-3 months, starting October 2020. NOTE: The timing of this process is subject to modification due to requirements dictated by the COVID crisis.

SUMMARY

SPS is seeking proposals from interested organizations with experience in leading a comprehensive strategic plan process and the development of a comprehensive plan that addresses the mission, vision and strategic goals for a large-complex organization. The consultants will guide the School District with the development of a renewed plan that will incorporate the school district's resolution focused on equity, supports students with their educational pursuits, and directs the School District in their responsibility to provide quality education for students and families.

The primary deliverable of this contract and process will be a written organizational strategic plan document that presents the planning process, research, analysis, opportunities and strategies along with an implementation plan that will guide School District initiatives for the next six years.

Please note that this RFP requests the services of a consultant to facilitate the strategic planning process. The School District is aware that there are a variety of perspectives, models, and approaches available to develop a strategic planning document; therefore, the successful firm should be able to discern which model or model(s) will best enable Spokane Public Schools to complete its organizational and programmatic goals. The successful firm will be required to demonstrate its ability to meet these requirements. Previous experience in conducting research, plan development and implementation plans to execute the objectives identified in the strategic plan is required. Selection of the consultant/firm will be made based on the proposals submitted and possible interview if needed.

<u>NOTE</u>: All respondents <u>must</u> read and understand this Request for Proposal ("RFP") in its entirety. There may be special instructions either in the terms and conditions or as an integral part of the proposal document that will impact the respondent's ability to perform.

SECTION I STRATEGIC PLAN DEVELOPMENT SERVICES

- A. <u>SCOPE OF SERVICES</u>: The specific activities to be conducted by the awarded firm shall include the following. All work to be completed no later than December 31, 2020 in preparation for a Board of Directors presentation and work session in January 2021.
 - Work with SPS Strategic Planning Team to shape planning process.
 - Meetings will take place in person and via phone conference or video conference.
 - Design listening session and focus group formats and facilitation protocols to maximize stakeholder input.
 - SPS will host the recommended community listening sessions to assess the Strengths, Weaknesses, Opportunities and Threats (SWOT) facing SPS.
 - The location of those sessions will be selected in consultation with the SPS Team.
 - Design a tool or process for gathering input from the public.
 - o Input from the public should also be obtained via surveys, social media, and other venues.
 - Work closely with the Board of Directors and Superintendent's District Leadership Team.
 - Synthesize major themes and critical issues identified through listening sessions and public input.
 - Facilitate theme-based teams to develop strategic ideas or programmatic strategies.
 - Support the SPS Team with presentations to the School Board of Directors.
 - Develop Presentation Materials, review and analyze SPS data.

- Work with SPS staff to extract appropriate data files to inform the strategic plan.
- Present relevant research that will inform the strategic plan.
- Write the actionable strategic plan document that reflects a culmination of the scope of work and a comprehensive strategy for sharing the plan with the School District community.
- The strategic planning process will result in a comprehensive six-year plan that will guide SPS in a process to deliver quality programs and services. The plan will outline goals and objectives that will guide priorities based on considerable research, extensive input from a variety of stakeholders, and consensus on the vision and mission of the organization.

SECTION II

QUALIFICATIONS, PROPOSAL SUBMITTAL AND SCHEDULE OF REVIEW AND AWARD

- A. <u>REQUIRED QUALIFICATIONS:</u> Firms submitting proposals must meet the following minimum required qualifications:
 - 1. Experience working with large public entities.
 - 2. Experience providing assistance for strategic plan and/or organizational goal development.
 - 3. Experience in facilitating meetings via a virtual platform.
 - 4. Experience collecting and focusing community input.
 - 5. Experience developing and conducting surveys and analyzing survey data.
 - 6. Experience developing and conducting focus groups and/or one-on-one focused interviews.
 - 7. Experience providing assistance and/or training with regard to external and internal communication strategies.
- B. <u>PROPOSAL</u>: Each Firm's response should provide the following information in the order presented below. Include all information necessary and appropriate to respond to all questions and qualification requirements identified in this RFP.
 - 1. <u>COMPANY INFORMATION</u>: Indicate the name, address, and telephone number of the Firm, and the name, title, telephone number, and e-mail address of the contact person responsible for the Firm's response.
 - 2. <u>BACKGROUND AND ORGANIZATION INFORMATION</u>: Briefly furnish your organization's history, legal form (sole proprietorship, partnership, corporation and State of incorporation), parent company and all subsidiaries, number and location of offices, number of employees, and other pertinent data.

3. PROPOSALS SHOULD DEMONSTRATE:

Describe how and to what degree your services meet each of the criteria outlined in this RFP. Specifically, please address each of the following in detail in your proposal submittal.

- Strength-based approaches that ensure identification and incorporation of practices and approaches working well today into the new strategic plan.
- A clear ability to outline a plan considering the advancement of organizational equity frameworks that enable *Excellence for Everyone*.
- Interactive and deep stakeholder engagement, during all phases of the planning process, including dissemination and communication.
- An ability to gather diverse stakeholder input, including staff, students, parents, union representatives, community members, and community organizations.
- Efficient use of consulting expenses and high leverage of existing School District staff and resources.

4. <u>SIGNATURES</u>:

Each proposal must include an original signature from an individual authorized to represent the Firm stating that the statements made in the Firm's proposal are true and correct and that the terms of the RFP are understood to be included as part of any agreement between the Firm and SPS that relates to the Strategic Plan Development.

5. DELIVERABLES:

The Strategic Plan document to serve as a broad outline to guide direction for the School District. The Strategic Plan will contain:

- Mission & Vision
- Guiding Principles
- Research Findings
- Goals
- Objectives
- Implementation & Communication Plan

6. PROPRIETARY PROPOSAL MATERIAL: Any proprietary information contained in the proposal must be designated clearly. Marking the entire proposal as proprietary will neither be accepted nor honored. Proprietary information should be bound separate from other proposal material so that it can be easily returned. However, such information must be referenced in appropriate sections of other proposal materials and must be arranged and formatted in the same order and manner as the rest of the proposal.

Proposers should be aware that State law requires SPS to make records available for public inspection with certain exceptions. It is SPS' belief that this legal obligation would not require the disclosure of proprietary literature that contains valuable design, drawings or formulae.

However, the proposer, by submission of materials marked proprietary, acknowledges and agrees that SPS will have no obligation or liability to the proposer in the event that SPS must disclose these materials.

- 7. <u>COST OF PREPARING PROPOSAL</u>: Those submitting proposal do so entirely at their own expense. There is no expressed or implied obligation by SPS to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by SPS, or for participating in any selection interviews.
- 8. <u>ERRORS IN PROPOSALS</u>: Proposers are responsible for all errors or omissions in their proposals, and any such errors or omissions will not serve to diminish their obligations to SPS.
- 9. <u>PROPOSAL REJECTION</u>: SPS reserves the right to award or reject, all or any part of, any submitted proposals. SPS may also elect to waive any clerical defects, irregularities, and omissions if, in its judgment, the best interest of SPS and its employees will be served.
- 10. <u>PROPOSAL CLARIFICATION</u>: Proposers may be asked to supply additional information or to clarify aspects of their proposals. Most requests and replies will be in writing, but SPS may request a telephone conference call to expedite clarification.
- 11. <u>PROPOSAL CHANGES OR WITHDRAWAL</u>: All changes and erasures must be made before proposal opening time and initialed. Respondent may not withdraw its proposal after the proposal opening time nor prior to the award of contract. No alteration in any of the terms, conditions, delivery, quality, quantities, or specifications of this solicitation will be considered without prior consent of SPS.

- 12. <u>ADDENDA TO THE PROPOSAL</u>: All official clarifications or interpretations of the proposal documents will be by written addenda. Clarifications given in any other form will be informal and unofficial.
- 13. <u>CONTRACT DEFAULT</u>: Your proposal is subject to all terms and conditions as herein established in this proposal request. Failure to provide the services as indicated in this proposal in accordance with the proposal terms and conditions and proposal schedule, will constitute contract default, and, after due written notification, allows SPS to declare the contract void and to award to another firm.
- 14. QUESTIONS RELATING TO THIS REQUEST FOR PROPOSAL:

Firms that have questions regarding this RFP should submit them in writing to Barb Carson at <u>BarbCa@spokaneschools.org</u>. Last day for questions is Monday, August 17, 2020.

No telephone calls will be accepted relative to this RFP.

14. TRANSMITTAL OF COMPLETED PROPOSALS:

a. Firms should send their completed proposal to:

One (1) complete original set of your proposal to:

Barb Carson Purchasing Services Spokane Public Schools 2815 E. Garland Avenue Spokane, WA 99207

b. One e-mail copy of completed proposal in PDF format to:

Cindy Coleman Executive Director, Business Services Spokane Public Schools CindyCo@spokaneschools.org

c. All materials must be delivered to the above address **no later than 4:00:00 p.m., PDT August 31, 2020.** The envelope submitted by the Firm must show on the envelope's face, the Firm's name and address, Proposal For Strategic Planning Consultant Services, **RFP 27-1920**, and the opening date and time.

15. <u>INTERVIEWS</u>:

SPS may elect to interview a select group from all Firms that submit a proposal but is not required to do so. SPS will make that decision after reviewing the submissions and determining if interviews would be helpful in evaluating the Firms' proposals. Meanwhile, please save September 10 and September 11, 2020 for the interview date, if selected.

Any Firms selected for an interview will be expected to make a presentation followed by a question and answer period via a ZOOM meeting. The total time for each interview is not expected to exceed two (2) hours.

16. <u>SELECTION PROCESS SCHEDULES</u>: The following timeline summarizes the expected schedule to be followed in selecting Firms through this RFP.

<u>Date</u> <u>Action</u>

July 27, 2020	Release of RFP by SPS
August 17, 2020	Last day for questions
August 31, 2020	Proposals must be received by SPS by 4 PM PST
September 8, 2020	Notification to selected Firms of Interview date
Sept 10 & 11, 2020	Interview dates with selected Firms via ZOOM
Sept 25, 2020	Final Firm selected and announced
October 2020	Successful Firm expected to begin work

C. <u>EVALUATION OF PROPOSALS</u>:

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Each proposal will be evaluated using the following criteria to determine which Firms are most capable of implementing SPS's requirements. The decision resulting from the evaluation process as to which respondent best meets the needs of SPS, remains the sole responsibility of SPS and is final.

- 1. Firm's experience with and ability to do the specific tasks and services requested.
- 2. Quality, comprehensiveness, and reasonableness of cost for services and products recommended Strategic Plan Development.
- 3. Expertise, experience in the marketplace, industry credentials, and availability of individuals presented for servicing to SPS.
- 4. Conformity with the requirements of this RFP.
- 5. The proposal will be selected which, in the judgment of SPS, is in the best interest of SPS.
- 6. Other criteria and facts as determined by SPS.

SECTION III ADDITIONAL TERMS AND CONDITIONS

- A. <u>TERM</u>: This RFP and all of the terms and conditions herein shall become the contract with the successful Firm. The expected term of this contract shall be through July 31, 2021 assuming satisfactory performance by the Firm. Each Firm must designate, in advance, the lead team member(s) including member(s) of support staff who will be assigned to the SPS account and agree that any changes in personnel assigned to the SPS account will be made only with written approval of SPS.
- B. <u>TERMINATION</u>: SPS reserves the right to terminate the contract at any time, for any reason with no penalty, with thirty (30) day written notice to the successful contractor.
- C. <u>MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES</u>: SPS encourages the participation of Minority Owned and Women Owned Business Enterprises in this invitation to proposal.
- D. EMPLOYMENT PROHIBITION: Firms shall prohibit any employee or contracted provider from having any contact with District students pursuant to this Agreement during the course of his or her employment if such individual has pled guilty to or been convicted of any of the following felony crimes: any felony crime involving the physical neglect of a child under chapter 9A.42 RCW; the physical injury or death of a child under chapters 9A.32 or 9A.36 RCW, except motor vehicle violations under chapter 46.61 RCW; sexual exploitation of a child under chapter 9.68A RCW; sexual offenses under chapter 9A.44 RCW where a minor is the victim; promoting prostitution of a minor under chapter 9A.88 RCW; the sale or purchase of a minor child under RCW 9A.64.030; or violation of laws of another jurisdiction that are similar to those specified herein. Firms shall also prohibit any employee from having any contact with children pursuant to this Agreement during the course of his or her employment, if such individual has pled guilty to or been convicted of any of the following felony crimes or attempts, conspiracies, or solicitations to commit any of the following felony crimes: a felony violation of RCW 9A.88.010, indecent exposure; a felony violation of chapter 9A.42 RCW involving physical neglect; a felony violation of chapter 9A.32 RCW; a violation of RCW 9A.36.011, assault 1; 9A.36.021, assault 2; 9A.36.120, assault of a child 1; 9A.36.130, assault of a child 2; or any other felony violation of chapter 9A.36 RCW involving physical injury except assault 3 where the victim is eighteen years of age or older; a sex offense as defined in RCW 9.94A.030; a violation of RCW 9A.40.020, kidnapping 1; or 9A.40.030, kidnapping 2; a violation of RCW 9A.64.030, child selling or child buying; a violation of RCW 9A.88.070, promoting prostitution 1; a violation of RCW 9A.56.200, robbery 1; or a violation of laws of another jurisdiction that are similar to those specified herein. Firms shall engage in due diligence to learn whether any of its employees have pled guilty or been convicted of any such crime and shall require its employees to self-report to their respective employer any such plea or

conviction. Any failure to comply with this Paragraph shall be grounds for immediate termination of this Agreement notwithstanding any other provision in this Agreement.

- E. <u>COMPLIANCE WITH RULES AND LAWS</u>: Firms shall comply with all laws, ordinances and regulations of governmental bodies applicable to this contract as well as applicable local SPS policies and procedures. SPS property is tobacco free, drug free, and weapon free environment. All personnel shall conform to this policy at all times while on SPS property.
- F. NO DUAL EMPLOYMENT: Nothing contained in this contract, or related documents shall be construed as creating any form of an employment relationship between SPS and Firm or the agents, officers, volunteers or employees of Firm. The officers, agents, employees or volunteers of the Firm shall not be entitled to any rights or privileges of employment with SPS. Firm assumes exclusive responsibility for any and all actions, rights and obligations of its officers, agents, employees or volunteers. SPS employees and students do not, by this contract, become agents or employees of Firm. Accordingly, SPS employees and its students shall not be entitled to any rights and privileges established for employees of Firm, such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this contract.
- G. <u>NONDISCRIMINATION</u>: In the performance of this contract the Firm assures compliance with state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of race, color, gender, religion, national origin, creed, marital status, age, sexual orientation, pregnancy, or the presence of any sensory, mental, or physical disability in employment, services, or any other benefits under this contract.
- H. <u>INDEMNIFICATION</u>: SPS and the Firm shall each be responsible for the consequences of any act or failure to act on the part of itself, its officers, agents, or employees. Each party shall be responsible for its own negligence and shall indemnify and hold the other party harmless for such acts of negligence.
- I. <u>INSURANCE</u>: During the term of this proposal and subsequent contract award, awarded Firm shall maintain in force at its own expense, the following insurance as listed here or in any other part of this proposal or subsequent contract document:
 - 1. Worker's Compensation Insurance in compliance with RCW Title 51;
 - 2. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under this contract;

- 3. Professional Liability or Errors and Omissions Liability Insurance to protect and defend SPS, its officers, employees and agents form any and all claims arising out of contractors alleged or real professional errors, omissions or mistakes in the performance of its professional duties in an amount not less than \$1,000,000 per occurrence, and \$3,000,000 aggregate and professional liability insurance coverage in the amount of \$5,000,000 per occurrence and aggregate.
- J. <u>ASSIGNMENT</u>: This contract may not be assigned without written authorization by the other party.
- K. <u>INTEGRATION/MODIFICATION</u>: This contract constitutes the entire and exclusive proposal between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual proposal occurs between the parties. No such modification shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery.
- L. <u>WAIVER OF BREACH/DEFAULT</u>: No waiver of any breach of any term of this contract shall be construed, nor shall be, a waiver of any other breach of this contract. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.
- M. <u>SEVERABILITY</u>: If any provision of this contract is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the contract shall remain enforceable.
- N. MANDATORY DISPUTE RESOLUTION PROCEDURE: In the event that a dispute shall arise regarding the terms, conditions, or breach of this contract, the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking arbitration, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The costs of the arbitration fees, the arbitrator and the facility for the arbitration shall be borne equally by each party. Each party shall otherwise pay its own expenses.

Notwithstanding the above, if either party precludes the other from performing under this contract the party that precludes the other from performance shall be prohibited from seeking or maintaining any action, claim or demand under or pertaining to this contract, including a demand for arbitration and the other party shall be discharged from any further contractual duty under the contract.

- O. <u>ATTORNEYS' FEES AND COSTS</u>: In the event legal action becomes necessary to enforce or interpret the terms of this contract, the parties shall be required to mediate their dispute(s) prior to legal action being commenced. After mediation has occurred, the prevailing party in any legal action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action, as determined by the court. In the event of any appeals from such actions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such appeals, and determined by the court(s). The term "costs" shall include, in addition to statutory costs and disbursements, all costs associated with discovery depositions, expert witness fees, and out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For the purpose of this paragraph, the term "action" shall be deemed to include any proceeding commenced in the bankruptcy courts of the United States.
- P. <u>GOVERNING LAW/VENUE</u>: The terms of this contract shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this contract, the venue of such action shall be in Spokane County, Washington.
- Q. <u>AUTHORITY TO SIGN AND OBLIGATE</u>: The undersigned represent and warrant that they are authorized to enter into this contract on behalf of the party.
- R. <u>INVOICES</u>: All invoices shall be sent to Accounts Payable, 200 North Bernard, Spokane, WA 99201.
- S <u>INCLUSION</u>: All data contained in this solicitation shall form a part of the resulting contract.

SECTION IV PROPOSAL DOCUMENT

Firm Name:	
Proposals are subject to all requirements furnished signing below, respondent affirms having read the agrees thereto and warrants that products and serv herein, except if otherwise stated in a special written.	terms and conditions and specifications and ices supplied herein conform to specifications
***Complete Attachment A (Statement Regarding (Certification Regarding Debarment, Suspension, submit with proposal response	
Receipt of Addenda numbered (Fill in number of each addenda rec	
The undersigned represents that the proposal submersult of any agreement with any other vendor.	nitted are neither directly nor indirectly the
Firm Name:(Please print or type)	Date:
Name:(Authorized Signature) Title:	
Phone:	Fax:
Email:	

ATTACHMENT A ***PLEASE COMPLETE AND RETURN WITH YOUR PROPOSAL DOCUMENT***

PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY

We further designate

Name

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in quoting these services and we will make the same efforts in fulfilling the requirements if awarded the Contract.

	Title		
	Telephone Number_		
	as the person who has been charged with the responsibility for securing compliance with and		
	reporting progress on affirmative efforts.		
PART I	I: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY		
	AND VOLUNTARY EXCLUSION		
	In submitting the proposal to do the work as outlined in the proposal documents we hereby certify		
	that we have not been suspended or in any way are excluded from Federal procurement actions by		
	any Federal agency. We fully understand that, if information contrary to this certification		
	subsequently becomes available, such evidence may be grounds for non-award or nullification of		
	the Contract.		
	This certification is required by the regulations implementing Executive Order 12549, Debarment		
	and Suspension, Participant's responsibilities.		
	Signed		
	Title		
	Firm		
	Address		
	City & State		
	Date		