



January 10, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract with Managing Results, LLC to provide On-Call Strategic Planning and Performance Management Facilitation and Consulting

Purpose/ Outcomes	This contract will provide on-call strategic planning and performance management facilitation and consulting for the continued implementation of Performance Clackamas throughout the county.
Dollar Amount and Fiscal Impact	The contract value is \$360,000.00 over the life of the contract.
Funding Source	100-9110-431000-00572 General Fund
Duration	Contract signing through June 30, 2021
Previous Board Action	The Board of Commissioners has approved previous contracts for the initial implementation of Performance Clackamas.
Strategic Plan Alignment	This contract is to provide further assistance for Performance Clackamas. As such, it aligns with the whole of our strategic plan and strategic planning process.
Contact Person	Dan Chandler, Assistant County Administrator- 503-742-5394

BACKGROUND:

The County has been implementing Performance Clackamas, a results-based strategic planning and management program since 2014. The program is founded upon a managing for results model, and includes strategic business plans for all county departments, and the connection of performance information to the county budget.

Clackamas County would like to contract with Managing Results on an on-call basis for the continued development and implementation of Performance Clackamas. We anticipate that the contractor will assist with the remaining department strategic business plans, will assist in training county staff to serve as internal facilitators, and provide advice and consulting as needed.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on July 19, 2018. Proposals were closed on August 14, 2018 at 2:00PM. The County received 3 proposals: Bronner Group, Management Partners and Managing Results, LLC. Final evaluations determined that Managing Results, LLC, was the highest ranking proposer and could meet the needs of the County. The total contract amount is not to exceed \$360,000.00.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners, acting as the governing body of the County, approve and execute the Contract between Clackamas County and Managing Results, LLC, for the Performance Clackamas program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dan Chandler', is written over a horizontal line.

Dan Chandler, Assistant County Administrator

Placed on the Agenda of January 10, 2018 by the Procurement Division



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Managing Results, LLC. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of the Office of the County Administrator.

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2021. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: to provide On-Call Planning and Performance Management Facilitations and Consulting. ("Work"), further described in Exhibit A.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Three Hundred Sixty Thousand dollars (\$360,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [X] Yes [] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, D (RFP #2018-55) and E (Contractor's Proposal).

6. Contractor Data.

Name: Managing Results, LLC
Address: 21 Neville Way, Crested Butte, Colorado 81230
Contractor Contract Administrator: Jeremy Stephens
Phone No.: 865-567-5192
Email: jstephens@managing-results.com
MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- 13. OWNERSHIP OF WORK PRODUCT.** Except as expressly set forth in the "Consulting Methodology Intellectual Property" section of Exhibit E hereto (which is incorporated by reference herein as if fully set forth), All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work

multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

22. **NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
23. **TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
24. **FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
25. **FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
26. **WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
27. **COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
 - (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
 - (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.

(C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.


(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

29. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Managing Results, LLC

 10/8/18
Authorized Signature Date

VP of Development and Operations
Name / Title (Printed)

1007314-96
Oregon Business Registry #

FLLC/Colorado
Entity Type / State of Formation

Clackamas County Board of County Commissioners

Chair Date

Recording Secretary Date

Approved as to Form:

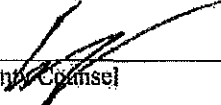
 10/9/18
County Counsel Date

EXHIBIT A
PERSONAL/PROFESSIONAL SERVICES CONTRACT

SCOPE OF WORK

Contractor shall provide on-call strategic planning and performance management facilitation and consulting as outlined in the Request for Proposal #2018-55 issued August 14, 2018, hereby attached and incorporated as **Exhibit D**; the contractors proposal hereby attached and incorporated as **Exhibit E**.

The services under this Contract are on an “on-call” or “as-needed basis,” no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

The County Contract administrator for this Contract is: Dan Chandler, Assistant County Administrator, 503-742-5394, dchandler@clackama.us.

CONSIDERATION

- a. Consideration Rates –Time and material as specified in Exhibit E hereby attached and incorporated by reference.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **Three Hundred Sixty Thousand dollars (\$360,000.00)**. Invoices shall be submitted to: Dan Chandler at 2051 Kaen Road, Oregon City, OR 97045 or via email at Dchandler@clackamas.us
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR
(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an "independently established business."

To qualify under the law, an "independently established business" must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

Exhibit D



REQUEST FOR PROPOSALS #2018-55

FOR

On-Call Strategic Planning and Performance Management Facilitation and Consulting

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

Donald Krupp
County Administrator

George Marlton
Procurement Division Director

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: August 14, 2018

TIME: 2:00 PM, Pacific Time

PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045

SCHEDULE

Request for Proposals Issued.....	July 19, 2018
Protest of Specifications Deadline.....	July 26, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	August 7,, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	August 14, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Five (5) days from the Intent to Award
Anticipated Contract Start Date.....	September 3, 2018

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SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners on behalf of its County Administration Office, will receive sealed Proposals per specifications until **2:00 PM, August 14, 2018** (“Closing”), to provide on-call strategic planning and performance management facilitation and consulting. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work upon execution of a contract through June 30, 2021.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals may be emailed to procurement@clackamas.us or sent to Clackamas County at the above Kaen Road address.

Contact Information

Procurement Process and Technical Questions: George Marlton, gmarlton@clackamas.us, 503-742-5442.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County ("County") reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules ("LCRB") govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a "Notice of Intent to Award" letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date

on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

"This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide on-call strategic planning and performance management consulting services for various projects across Clackamas County which will be coordinated by the Office of the County Administrator.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County needs an on-call consultant to provide strategic planning and performance management assistance for departments within Clackamas County. Services would include but are not limited to, facilitation, consulting, training and preparation of templates and training materials as needed.

The County has been implementing Performance Clackamas, a results-based strategic planning and management program since 2014. The program is founded upon a managing for results model, and includes strategic business plans and dashboard for all county departments, and the connection of performance information to the county budget. You may find more information on Performance Clackamas at www.clackamas.us/performance and www.clackamas.us/budget

3.3. SCOPE OF WORK

3.3.1. Scope:

Clackamas County is requesting proposals from qualified, professional strategic planning and performance management experts. The purpose of this RFP is for continued development and implementation of Performance Clackamas, the County's strategic planning, performance management and budgeting program. Experience in the development and implementation of results-based performance management and strategic planning programs for government entities is required.

Services will include, but are not limited to, training, facilitation and provision of program materials for performance management, strategic planning and performance connected budgeting, including the following:

- Facilitation and development of county wide, departmental and organizational strategic plans.
- Consultation, training and facilitation of change management process, and revisions to existing plans and planning documents.
- Training in the use of performance data for management and budgeting communications and decision making.
- Consulting and guidance for county managers, supervisors and elected officials
- Preparation and guidance of plan templates, training materials and other plan-related documents.

- Guidance on integrating Performance Clackamas with accreditation standards and other performance management and accountability programs.

The selected firm(s) will meet with County staff to discuss and develop the scope of work for individual projects including concepts and strategies related to performance management.

3.3.2. Work Schedule:

Work schedules will vary based on project type and scope. The county will provide a request for each project or set of projects, and the Proposer will provide a proposal for each task, including scope of work, schedule, deliverables, and estimated fee.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2021**.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-20
Proposer's Qualifications	0-20
Project Understanding and Approach	0-30
Fees	0-20
References	0-10
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Proposer's Qualifications

Demonstrate capability to complete the requested services. Each response must list:

- An explanation describing how your firm can accommodate the type and level of tasks and activities assigned, including any limitations;
- Similar tasks and activities performed;
- If your firm has conducted similar projects with other governmental agencies; and
- The availability of your firm to perform activities and tasks identified in the Scope of Work for the duration of the contract term;

5.3. Project Understanding and Approach

Demonstrate a clear and concise understanding of the requested tasks and activities based on existing information.

- Describe experience in the development and implementation of results-based performance management and strategic planning programs for government entities.
- Address a general description of the project purpose and key issues. Discuss the approach your firm will use to perform and evaluate the tasks and activities identified in the Scope of Work.

5.4. Fees

Fees should be on a time and material basis. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2018-55 On-Call Strategic Planning and Performance Management and Facilitation and Consulting

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____

Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

Exhibit E



Clackamas County, OR

Request for Proposals #2018-55

for

**On-Call Strategic Planning and Performance Management
Facilitation and Consulting**

Due Date: August 14, 2018

Submitted By:

**Managing Results, LLC (MR)
'A Weidner Company'
21 Neville Way
Crested Butte, CO 8122**

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5.2 Proposer's General Background

Description of the Firm

Managing Results, LLC. (MR), established in 1998, exactly 20 years ago this month, is based on Managing for Results concepts developed by Marv Weidner who served as the Director of Policy and Strategic Planning for the State of Iowa. Created out of a strategic and operational government environment, MR's Managing for Results (MFR) methodologies and consulting services are delivered and continuously refined by the most senior and most successful team in this field.

Over the last 20 years, MR has delivered MFR consulting services to 75+ governmental jurisdictions, 1,800+ departments and 10,000+ operational programs from Alaska and Hawaii to New England, as large and complex as Maricopa County, AZ and the District of Columbia and as small as Gunnison County, CO and Cannon Beach, OR. MR customers annually budget over \$37 Billion connected to customer results.

MR's tools and methodologies are tailored to each organization's unique needs and organizational culture while incorporating best practices for strategic planning and implementation. MR's customers, past and present, have used these tools and methodologies to satisfy a wide array of external standards and requirements, including the federal OMB's standards of performance management and performance reporting, GASB, ICMA and GFOA's requirements for local and state governments. Customers, including Clackamas County, have received numerous awards from public sector organizations and associations in recognition of their accomplishments in planning, budgeting, performance measurement, performance reporting and achieving accountability, transparency and measurable results for customers.

The MR team includes some of the nation's foremost experts on strategic planning, business planning, performance budgeting and performance reporting in government. With successful experience working at the local, state and federal levels of government, the MR team provides unparalleled experience and the ability to respond quickly to the needs of MR's exclusively government customers. Over the last 20 years, local governments across the country have worked with MR to create and sustain results-based performance management systems and organizational cultures focused on results for customers.

Credentials/Experience of Key Individuals Assigned to the Project

The distinguishing characteristic of this MR proposal is the unique methodology and the exceptional depth of the Consultant Team's experience. MR's team includes individuals who have themselves had the specific responsibility for designing and implementing Managing for Results in their own government positions and who have provided similar services to dozens of customer jurisdictions, including Clackamas County.

**Note: Consultant Team resumes in their entirety are available upon request.*

- Marv Weidner – Founder and CEO

Marv Weidner has a background of more than 20 years of senior government experience. His last position was Director of Policy and Strategic Planning for the State of Iowa where he led the Governor's Managing for Results efforts that included the development of agency and enterprise strategic planning, performance budgeting and performance accountability systems. For five years prior, Marv was the head of economic assistance policy and led Iowa's highly successful welfare

reform initiative. In his first ten years in state government he led Iowa's innovative refugee resettlement program, recognized by the State Department as the best in the nation.

Marv founded Managing Results in 1998 and has since led engagements with 75+ jurisdictions across the country delivering strategic planning and performance management products and services. Marv has been the lead consultant for numerous enterprise-wide Managing for Results and cultural change initiatives in some of the nation's best-managed governments. Marv's team has successfully helped some of America's best managed governments build a fully integrated management system that integrates strategic planning, program performance, accounting, program-structured/performance-informed budgeting, and individual performance planning. Using MR methodologies, MR's customers now repurpose over \$37 Billion in annual budgets on results for customers. And likewise, Marv and his team have served some very challenged governments.

In addition to being the lead on the vast majority of MR engagements, Marv has often been asked to keynote, chair and sponsor national conferences and speak to various graduate level classes. His workshops on Cultural Change Management, Performance Budgeting and Integrated Management Systems Focused on Results and Continuous Improvement consistently receive excellent ratings by participants.

- *Jeremy Stephens – VP of Development and Operations/Senior Consultant*

Jeremy Stephens is the VP of Development and Operations as well as a Senior Consultant for Managing Results, LLC (MR). He has over 15 years experience working in performance management in both the public and private sectors.

In addition to being lead in all of MR's systems implementation projects, Jeremy's role in co-leading Nashville-Davidson County's Strategic Planning/Performance Based Budgeting project and his subsequent 10 years with MR has given Jeremy the opportunity to become a recognized expert in Strategic Planning and Performance Based Budgeting. As a Senior Consultant for MR, Jeremy has facilitated strategic plans and delivered MFR services in Clackamas County, OR, El Paso, TX, Las Cruces, NM, Arvada, CO, Gahanna, OH, Savannah, GA, Maricopa County, AZ, and the ADAMH Board of Franklin County, OH.

Prior to joining MR, Jeremy worked for three years as the Director of Strategic Planning and Performance Management for Ticketmaster Entertainment's online marketing and branding company Echo. While at Echo he spearheaded the company's first comprehensive strategic business planning initiative and managed all aspects of the company's performance reporting that encompassed both internal metrics and metrics pertaining to the company's 250+ entertainment industry clients.

Before joining Ticketmaster in 2007, Jeremy served as the Performance Management Coordinator for the Metropolitan Government of Nashville and Davidson County. During his 5 year tenure at Metro Nashville, he helped drive the government's pioneering deployment of Managing for Results through the facilitation of 20+ departmental Strategic Business Plans as well as providing critical consultation, training and technical assistance across all facets of Managing for Results.

Jeremy is a recognized conference speaker and has had the opportunity to present at a variety of conferences – including GFOA, the Advanced Learning Institute, and the Performance Institute – to

share the lessons learned from his experiences creating and implementing strategic plans and performance budgets.

- *Charles Curry – Senior Consultant*

Charles Curry is a Senior MR Consultant with 27 years of senior government experience. He served as the Budget Officer for the City of Austin, Texas for twelve years. In that capacity he was the principal champion of the City's well-known Managing for Results effort, which received an A- from Governing Magazine's Government Performance Project. As the Budget Officer, he provided the organizational leadership that made it possible for the City to begin designing its Managing for Results system in December of 1998 and to then present a fully integrated Performance Budget to the City Council in early summer, 1999, with every city department presenting a strategic business plan organized around both strategic and business results and budgeted accordingly by activities. Charles created several strategic corporate level processes that helped City managers internalize Managing for Results, such as the Corporate Review and the executive performance appraisal process.

Charles is a well-known national speaker, speaking regularly for professional organizations, including GFOA. He is an educator on Managing for Results and has taught in the graduate program in Public Administration at Southwest Texas State University in San Marcos and the graduate program in Human Services at St. Edwards University in Austin. Before coming to Austin, Charles was the City Manager in Orange, Texas. Charles was the Project Director for MR's project with the District of Columbia and he was the lead for Budget Implementation in the Metro Nashville Managing for Results project. Charles is MR's in-house budgeting expert and continues to bring extensive knowledge to all of MR's projects, including the Federal Highway Administration, US Forest Service, City of Long Beach, CA, Los Alamos County, NM, Las Cruces, NM, Oklahoma City, OK, Pinal County, AZ, and the State of New York.

- *Paula Swenson – Senior Consultant*

Paula Swenson is a Senior MR Consultant and has 16 years' experience in city and county government. She served two terms as a City of Gunnison, Colorado Council Member and served as a Gunnison County, Colorado Commissioner from January 2005 through December 2016. In that capacity, she was a principal champion of the County's well-known Managing for Results efforts that includes a County Strategic Plan, Implementation Plan, Department Strategic Business Plans and a Performance Budget that links resources to results for customers. Through the strategic and results-oriented planning with Managing for Results, she led her community to successful achievements ranging from new facility construction projects (without raising taxes) to performance-based budget management that continues to receive achievement awards.

Her leadership of the local Tourism Association, the Rural Transportation Authority and the Regional Housing Authority also to a Managing for Results model, brought successes to each of these entities. She is well known for her do attitude and abilities to bring diverse opinions together. She understands that the Managing for Results model ensures well thought out decision making processes elected officials can utilize to achieve success for their community while limiting the push and pull of conflicting interests.

Paula has facilitated strategic plans and delivered MFR services in Las Cruces, NM, Savannah, GA, Grand County, CO and Clackamas County, OR.

- Michael Calderazzo- Senior Consultant

Mike Calderazzo is Senior MR Consultant and has 23 years of local government experience, primarily in the fire service. Currently, he serves as the Fire Chief of Boulder, CO, after serving 2 years as its Deputy Chief of Emergency Services.

Before becoming Deputy Chief of Emergency Services in Boulder, CO, Mike spent 21 years as a firefighter with the City of El Paso, TX, working through the ranks from firefighter to Assistant Chief of planning and technical services. As a senior member of the El Paso Fire Department, Mike led the department's accreditation team during El Paso's Managing for Results initiative in 2012. In addition to his present operational duties with Boulder Fire, Mike continues work with the Center for Public Safety Excellence, where he has participated as a Level 1 Peer Assessor for accreditation since 2009.

While in El Paso, Mike was trained by Marv and Marty Weidner as an internal Facilitator of Department Strategic Business Plans and has facilitated Strategic Business Plans and delivered MFR services in Orange County, FL, Maricopa County, AZ, Gunnison County, CO and Las Cruces, NM.

- Aaron Huckstep- Senior Consultant

Aaron Huckstep ("Huck") is a Senior Consultant for Managing Results, LLC (MR) and founder of Badger Enterprises, LLC. He is also the founder of Huckstep Law, LLC, a business, real estate and land use firm founded in 2011.

Huck served two terms as Mayor of the Town of Crested Butte, Colorado, from November 2011 to November 2015. During his tenure, he worked diligently to strengthen relationships between Crested Butte, Mt. Crested Butte and Crested Butte Mountain Resort, and to proactively address issues facing the Town. Huck is a past Board President of the Colorado Association of Ski Towns and also served as the Chairperson of Crested Butte's local organizing committee for the USA Pro Cycling Challenge in 2011, 2012 and 2014. As a Gates Family Foundation Fellow, Huck was selected to attend an Executive Education program at Harvard's Kennedy School in 2015. In addition to his public service commitments, Huck's professional career is extensive. He practiced as a CPA until 2003, when he turned his focus to the practice of law. Huck's firm is based out of Crested Butte but serves clients throughout Colorado on a wide variety of disciplines including business, real estate and land use matters. Personally, Huck is an avid mountain biker and skier, and enjoys exploring the Rocky Mountains in every season.

Huck has facilitated Strategic Plans and delivered MFR services in Grand County, CO, Cannon Beach, OR and Clackamas County, OR.

- Cheryl Feldman- Senior Consultant

Cheryl Feldman is a Senior MR Consultant and with 10 years of experience in municipal government with the City of El Paso, TX. She served for two years (2012-2014) as the Strategic Planning Coordinator for the Office for Management and Budget using the MFR methodology. During that time, she was the Lead Facilitator or a co-facilitator for the creation of 23 departmental Strategic Business Plans and coordinated efforts to monitor, maintain, update and add programs to the Departments Strategic Business Plans as needed. In addition to her role coordinating the City's strategic business planning efforts, Cheryl also assisted Department Managers and their Budget Analysts in establishing program and division codes for their performance budget.

Cheryl has facilitated strategic plans and delivered MFR Services in El Paso, TX and Las Cruces, NM.

Similar Services within the Past (5) Years

Below are five examples of MFR enterprise-level engagements that are similar to the services outlined in the RFP. Many of the examples align with the references provided in Section 5.5.

- Clackamas County, OR: In 2014, MR facilitated the County Commissioners of Clackamas County, OR to develop a measurable, results-oriented, County Strategic Plan. Additionally, in 2017 MR helped facilitate a review and update of the County Strategic Plan. The County's Strategic Plan is the cornerstone of its Managing for Results initiative 'Performance Clackamas' that also includes MR facilitated Department Strategic Business Plans, a Program Structured Performance Based Budget, Performance Reporting and change management training focused on using performance information to manage and tell the story of impact for the customer. Over the last 2 years, MR has continued to work with Clackamas County on an as-needed basis providing plan updates, plan facilitations and change management training.
- Gahanna, OH: In February 2016, MR facilitated the City Council and Senior Leadership of Gahanna, OH to develop a measurable, customer-focused and results-oriented City Strategic Plan. The City's Strategic Plan is the cornerstone of its new performance initiative entitled 'Go Forward Gahanna.' The City engaged MR to work further with Departments to create a detailed Implementation Plan for the City Strategic Plan. In the Spring of 2018, MR was asked to begin assisting the City in facilitating and updating several Department Strategic Business Plans.
- Gunnison County, CO: Gunnison County began their Strategic Planning with MR in 2008 and has continued with their Managing for Results initiative since that time. As an example of how the process and plan continues to provide value after the initial engagement, the County Commissioners of Gunnison County, with MR assistance, have updated the County Strategic Plan four times since 2008 (2009, 2011, 2013 and 2015) to ensure that issues on the horizon are considered and new priorities have customer-focused strategic goals attached to them so that success is defined and results are achievable. Gunnison engaged MR to facilitate Department Strategic Business Plans for each department and aligned those plans with the County's budget. Gunnison produced a performance-based budget and has used performance budgeting with great results. MR continues to work with Gunnison County on an as-needed basis providing plan updates, plan facilitations, change management training and other custom consulting services. For example, in July 2018, MR was asked to help create a Strategic Plan for the Multicultural resource service within the County's HHS Department.
- Las Cruces, NM: Beginning in May 2017, Las Cruces, NM partnered with MR to develop a City Strategic Plan focused on delivering measurable and meaningful results for the community. MR facilitated the City Council and Senior Leadership to develop a measurable, customer-focused and results-oriented City Strategic Plan. The City's Strategic Plan is the cornerstone of its Managing for Results initiative 'PEAK Performance' that also includes MR facilitated Department Strategic Business Plans, a Program Structured Performance Based Budget (to be presented in FY19-20) and change management training focused on using performance information to manage and tell the story of impact for the customer.

- Maricopa County, AZ: Beginning in 2000, Maricopa partnered with MR to develop their Strategic Planning and Performance Budget system (MFR). Maricopa continues to use the managing for results approach MR provided 18 years ago. Most of the Strategic Planning for the County's 50+ departments was completed and the plans were integrated with the budget all within 2 years. However, Maricopa engages MR on an as-needed basis to help on specific projects related to MFR. Most recently, in the fall of 2016, MR provided facilitation services in Maricopa for the County's Air Quality and Correctional Health Departments as well as provided capacity building/facilitator training for a select group of County employees.

Firm's Ability to Meet the Requirement in Section 3 of the RFP

MR was founded and based on Managing for Results (MFR) concepts. Over the last 20 years, MR has provided MFR services to 75+ government customers. The services outlined in Section 3 of this RFP are the services that MR has provided to its customers, including Clackamas County, over the last 20 years.

Since 2014, MR has delivered MFR services to Clackamas County and also experienced a good working relationship with County Leadership and Staff as it relates to the scheduling of work and contract management.

Clackamas County has been the highest priority customer for MR since we began working together and will continue to be so going forward. MR is committed to Clackamas County's success and stands ready and able to meet the requirements in Section 3 of this RFP.

Distinguishing Characteristics of the Firm

Since 1998, MR has successfully helped some of America's best managed governments develop, implement and sustain fully integrated management systems so that using performance information to make decisions becomes 'how they do business' vs. just another exercise. MR's performance management framework supports the dynamic needs of executives and staff – it is replicable, scalable and sustainable. Thus, the processes and services delivered are intentionally embedded in the governments' organizational operations to build internal capacity and ensure the work that is done today by MR can be delivered in the future by the government and its employees. As an example, MR projects with Maricopa County, AZ and the City of Austin, TX are award-winning systems that have 18 and 20 years, respectively, of successful, continuous use.

That is the goal of *Performance Clackamas* and has thus far led to the development of a County-wide Strategic Plan, Department Strategic Business Plans, a performance-based budget and performance data collection and reporting so the County can improve customer service, customer experience and trust with the community it serves.

In 2014, MR began its partnership with Clackamas County. Over the course of the last 4 years, MR Consultants have worked alongside Clackamas County leadership and staff to design the *Performance Clackamas* initiative, develop jurisdictional and departmental strategic plans, assist the County in transitioning to a performance-based budgeting approach, and provide training on how to make the use of performance information "how we do business" in Clackamas County.

MR has delivered those "Strategic Planning and Performance Management Facilitation and Consulting" products and services that have been needed thus far in the development and implementation of *Performance Clackamas*. Given our experience with other jurisdictions and specifically Clackamas

County, moving forward we believe we are uniquely qualified to continue to deliver those services (and others) on an as-needed basis.

5.3 Proposer's Qualifications

How Firm Can Accommodate the Type and Level of Tasks and Activities Assigned

MR always has multiple, ongoing MFR projects occurring simultaneously. That has been true throughout our 20 years in business and throughout our engagement with Clackamas County. We have always been able to accommodate Clackamas County's timelines for completing work and will continue to do so in the future. We will continue to make Marv Weidner and MR's Senior Consultants available to Clackamas County to accomplish the tasks requested by the County within the timeframes the County needs.

Elsewhere in the proposal, MR's services to the County over the past several years are illuminated, as is our record of providing the same services as requested in the RFP to multiple jurisdictions across the country. We are confident in our ability to provide the services requested.

Similar Tasks and Activities Performed

Similar tasks and activities performed by MR are illuminated throughout the proposal. MR is happy to provide further information if needed or if anything in the proposal is not completely clear.

Similar Projects with other Governmental Agencies

Below is a list of customers where MR has worked on similar projects:

- ADAMH, Franklin Co, OH
- Arvada, CO
- Austin, TX
- Chester County, PA
- Chula Vista, CA
- Clackamas County, OR
- Detroit, MI
- District of Columbia
- El Paso, TX
- Franklin County OH
- Gahanna, OH
- Gunnison County, CO
- Las Cruces, NM
- Las Vegas, NV
- Las Vegas, NV
- Long Beach, CA
- Los Alamos County, NM
- Maricopa County, AZ
- Metro Nashville/Davidson County, TN
- Office of Hawaiian Affairs, HI
- Oklahoma City, OK
- Orange County Fire Rescue Department

- Park University, MO
- Pension Benefit Guaranty Corporation (Federal)
- Pinal County, AZ
- US Forest Service, Region 10/Alaska
- US Highway Administration
- US Marines
- US Navy
- Wayne County, MI

Availability of the Firm

MR is a small firm with a national reputation and resume for success and brings a very long list of successful customers. We intentionally work with a limited number of customers at one time so we can focus our attention on the relationship with our customers. As a result, the advantage of working with a company like MR is our ability and availability to focus on you, Clackamas County, and the ongoing development and implementation of *Performance Clackamas*. Since beginning work with the Board of County Commissioners in the spring of 2014, one of our primary focuses has been on *Performance Clackamas* and the County's ability to develop, implement and sustain the initiative over time. To date, Senior MR Consultants have been available and actively participated in all phases of the initiative, and MR has successfully delivered the products and services per the agreed upon schedules and scopes of work.

With this opportunity to provide on-call services to the County that bolster and reinforce the concepts of *Performance Clackamas*, that commitment remains firm.

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5.3 Project Understanding and Approach

With any enterprise-level initiative, after the initial implementation is complete, the jurisdiction must provide continued caring and feeding of the initiative so that plans are updated to reflect the most current issues facing the jurisdiction and its departments, performance measures continue to accurately capture the impact or benefit experienced by the customer, and leadership and staff know how to use performance information to manage and tell their story.

Clackamas County and its *Performance Clackamas* initiative is entering this second phase of implementation having successfully developed a County-wide Strategic Plan, Department Strategic Business Plans, a performance-based budget and performance data collection and reporting. While the frequency of services requested from the County will not be as high, MR understands that the County through this RFP is seeking on call Strategic Planning and Performance Management Facilitation and Consulting services to assist in ensuring that the use of performance information to make decisions continues to be the way Clackamas County does business.

Experience

Over the past 20 years, Managing Results, LLC (MR) has:

- Worked with over 75 city, county, state and federal jurisdictions
- Facilitated over 1,800 Department Strategic Business Plans and Strategic Business Plan Updates
- Built internal capacity within jurisdictions and departments to implement Strategic Plans and Strategic Business Plans, manage operational programs and tell the story of successes and challenges
- Designed customers' performance budgets that annually tie over \$37 Billion to results for customers
- Delivered change management training focused on using performance information to manage and communicate
- Facilitated customers' alignment and integration of individual performance with operational performance to successfully implement the organization's Strategic Plan and enhance morale, productivity and overall success
- Assisted our customers in developing and delivering the communications necessary to implement these significant changes in their organization and support the overall change management process

The firm brings decades of strategic planning and implementation, performance budgeting, organizational and initiative development, change management and communications experience to support Clackamas County's ongoing *Performance Clackamas* initiative. The proposed Project Team has worked at the federal, state, county and city levels to help governments better manage their operations, develop and execute their budgets, and lead strategic change processes.

➤ BCC Strategic Plan Review and Update Sessions

Introduction

With the establishment of a Strategic Plan for Clackamas County in 2014 and its first update in 2017, the County, under the leadership of its Board of Commissioners, has driven significant progress toward the accomplishment of its most essential priorities. Moving forward, the County wants to ensure the County Strategic Plan retains its value as a relevant expression of the desired results to be delivered for

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the people of Clackamas County. As a result, it is likely that every two years or after membership on the Commission has changed, County leadership will seek to update the County Plan and to ensure the County's operations are aligned to support the accomplishment of the Plan.

Review and Update of County Strategic Plan

MR proposes to continue to work with the County on an as needed basis to update the Clackamas County Strategic Plan via the following steps:

- Review of Issues and Strategic Results from Departmental Strategic Business Plans
- Interviews with Commissioners and County Administrator
- Facilitated Strategic Plan Review and Update Session
- Team building and Operational Work Session with Board of Commissioners

It is important to note that the excellent and thoughtful work the County has already done to create and implement its Strategic Plan provides the foundation for such a review and update process. This process will use the existing Plan as the starting point and will engage Clackamas County leaders in a discussion about what changes need to be made to reflect changes in the community. The intent is not to "start from scratch." Nor is it to add extensive material to the existing Plan, which would serve to dilute the focus of the Plan and undermine its effectiveness. The focus on results will carry forward in the updated Strategic Plan.

I. Review of Issues and Strategic Results from Departmental Strategic Business Plans

The majority of Departments and Agencies within the Clackamas County government have completed a Strategic Business Plan that identifies as part of the Plan:

- Primary Issues (as expressed in *Issue Statements*) they see influencing their customers and the County government over the coming 2-5 years, and
- *Strategic Results* they commit to influence over the coming 2-5 years to help address those Issues for their customers.

The Issue Statements and Strategic Results present a clear, concise look at the major focus of each department and agency. As such, they provide valuable intelligence as to the "state of the County" as seen by the departments and agencies. Commissioners will be able to consider this information in light of their own extensive knowledge of the County and the issues and trends it faces.

II. Interviews with Commissioners

Following the review of the Issue Statements and Strategic Results from the departmental Strategic Business Plans, each Commissioner and the County Administrator will be interviewed by a senior MR consultant. This one-on-one interview will permit the MR consultant and Commissioner to discuss the focus of the existing County Strategic Plan, the focus areas of the County's departments and agencies, and the essential current and future issues and trends in the Clackamas County community. From these interviews, the MR consultant will gain an understanding of the perspectives of each of the Commissioners, which will help the MR consultant structure and lead the most effective Plan update session possible.

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III. Facilitated Strategic Plan Review and Update Session

The two-day session will bring two senior MR consultants to work with the Clackamas County Commissioners, County Administrator and selected Administrative leadership in a facilitated process to:

- Review the existing Issues, Priorities and Strategic Results of the County's Strategic Plan;
- Assess those Issues and Priorities in light of Department Issues and Strategic Results and Commissioner perspectives on what issues residents and the County will be facing in the next 2-5 years;
- Update/change those Issues and Priorities as needed; and
- Update/change the measures of Strategic Results as needed to reflect changes to the Issues and Priorities and identify what successful implementation will look like.
- Organize, make decisions and continue working together as a Board to ensure success implementation of the updated County Strategic Plan.

These updates and changes may include edits to existing Priorities and Strategic Results; changes to targets for existing Strategic Results; and replacement of existing Priorities and Strategic Results.

IV. Preparation of Draft Strategic Plan Document

Updates to the County Strategic Plan will be recorded by the MR consultants. An updated draft Strategic Plan will be submitted to the County Administrator within five business days of the completion of the facilitated session.

➤ Department and Organizational Strategic Business Plans

Introduction

Over the past 20 years, MR has facilitated well over 1,800 Strategic Business Plans (SBP) in over 75 city, county, state and federal jurisdictions. In most cases, the Strategic Business Plans were part of a larger Managing for Results initiative, like *Performance Clackamas*, where the Strategic Business Plans were used both for management and for performance budgeting.

Impacts of Strategic Business Planning

Strategic Business Plans have several essential elements to creating a successful MFR Initiative. They include but are not limited to the following:

- Alignment
Aligning Departments to achieve Commission Strategic Priorities, Results and Outcomes is essential to a successful MFR implantation. When we speak of alignment we mean more than a general, commonsensical – if we do this it will contribute to that higher priority or goal. When we speak of alignment we mean that a Program Result or a Department Strategic Result contributes to a County Commission Goal, for instance, in a direct, measureable way. In Step 3 of the Strategic Business Planning process when Strategic Results are developed great care is taken to ensure that the Department aligns itself to the Commission's Strategic Plan.

Further, during the Final Retreat of the Strategic Business Planning process, MR facilitates the development of an Alignment Map that shows the internal alignment of Programs to the Department's Strategic Results and of the Department's Strategic Results to the Commission's

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Strategic Plan to ensure proper alignment is occurring in the development of the Department Strategic Business Plans.

- Service Identification
Services are defined as the deliverable the customer receives from County operations. Identifying the Services provided to customers through a specific Program within a Line of Business within a Department makes it possible to productize government services. Identifying services also facilitates making trade-off decisions when budget priorities shift, when revenues are falling or when performance issues are identified and resources are reallocated accordingly. Services are identified in Step 5 in the Strategic Business Planning process.
- Program Structure
Strategic Business Plans provide the Program Structure required for MFR. The Program Structure developed in Step 6 of the Strategic Business Planning process is used to structure a program based performance budget. This same Program Structure can also be used to structure the Chart of Accounts so that the expensing of the budget matches the budget that was developed and approved by the Commission.
- Performance Measures
Performance Based Budgeting requires the integration of performance information into budget documents and into budget decision-making. When fully integrated, MFR ties a level of customer experience to a level of service delivery to a level of funding. Relevant, accurate and timely performance information generated by strategic and operational performance measures and Results are essential to MFR. Strategic Business Plans generate those performance measures and Results.

Further, Performance Measures are critical to successful Employee Performance Management. Successful EPM implies that individual performance is integrated with operational performance. This integration is essential to successfully implementing the Department's Strategic Business Plan. If employees are not aligned to achieve the Department's plan the chances of success are significantly diminished and if employees are aligned the chances of success are elevated. Plus, when employees know what is expected morale and productivity are enhanced. So the development of relevant, high value performance measures during the Strategic Business Planning process makes it possible to align individual performance with operational performance expressed in the Performance Measures.

Department Strategic Business Plan Process/Methodology

In the context of this RFP, the County can use this full SBP methodology for any departments or critical functions that have not previously developed a SBP. It can also be deployed for departments that need to start over due to changing circumstances such as a change in leadership, major shift in focus or a re-organization.

MR brings a tried and successful *Planning for Results* methodology to help Departments develop Strategic Business Plans. Per the decisions made by Clackamas County in the Design and Implementation meeting, Strategic Business Plans include the following elements and create the following opportunities:

- Long term direction is established for the Department

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- Consistent focus on Results for Customers throughout the organizational culture,
- Proactively and prospectively identifies the critical issues and trends the Department's customers will be facing,
- Established long term, 2-5 year, measurable Strategic Results in response to those issues,
- Establishes the Mission of the Department as a one sentence Mission Statement
- Provides the Program structure for management, the Performance Based Budget and the accounting system
- Creates a Family of Measures[®] contained within each Program—allowing them to manage performance and formulate a program structured performance based budget,
- Produces the information to tell customers what they are getting in terms of results and why,
- Provides the Department the information needed to both manage expectations up in the organization and performance down into the Department,
- Provides the structure and performance measures need for a Performance Based Budget and Employee Performance Management.

Department Strategic Business Plans are developed in facilitated Retreats that engage executives, senior managers, and program level employees. MR will facilitate the Retreats and sessions described below. At the conclusion of these Retreats, the Department will have a completed Strategic Business Plan with the key elements to create a Performance Based Budget and report performance.

I. Director Interview

Prior to the Orientation and Initial Retreat, the Director will be interviewed by the MR consultant facilitating the Strategic Business Planning process. Topics will include what Issues and Trends he or she believes customers and the Department will be facing over the next 2-5 years as well as what Strategic Results the Director believes are most important to achieve.

II. Orientation

To begin the planning process an orientation session will be provided by MR consultants to the Department's staff, including those employees participating in the planning Retreats introducing the Strategic Business Planning Process they will be participating in the coming weeks. This orientation is led by one senior MR consultant. This session provides an opportunity for all Department staff involved to ask any questions they may have before the process begins and also cultivates familiarity between Department employees and the specific consultants who will be facilitating their plan.

III. Initial Strategic Business Planning Retreat

The Initial Retreat typically lasts for three to four days depending on the size and complexity of the Department. Prior to conducting the retreat, MR consultants review written materials and conduct an interview of the Department Director so important trends, issues, and results can be illuminated. The elements of the Strategic Business Plan are entered into a planning template as the plan is developed so that as final decisions are made the Plan is complete.

The Department and MR will schedule a time and place for the Initial Retreat, and an MR consultant will facilitate the retreat. In the case of larger departments, two MR consultants will facilitate the retreats.

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Initial Retreat participants typically include the Department Director and senior managers though additional staff may be included. This Planning Team should be limited in size, with not more than twelve participants in order to accomplish all of the tasks required. The products developed by the Planning Team in the Initial Retreat include the following:

- Assessment of the Future – the issues and trends the Department and its customers will be facing over the next 2-5 years will be identified;
- Issue Statements – summarize in concise statements the critical trends and issues on the horizon for the next two to five years which will impact the Department’s ability to achieve its mission and deliver services to its customers and the community. Between 5-10 Issue Statements will be developed;
- Strategic Results—measurable, achievable “must do” imperatives, stated as results, to be accomplished in the next two to five years. These Results and their related Program measures are aligned to and integrated with County Priorities and Strategic Results. No more than 5 Strategic Results are established;
- Mission Statement— One very clear, concise, consistently constructed statement of purpose for the department
- Inventory of Services—This inventory is both concise and comprehensive, representing the Department’s entire budget, including contracted Services;
- Program Structure—Programs are delineated to facilitate the development of the Performance Based Budget and to align the structure of the Department’s operations to achieve the Strategic Results.

MR will confirm with the Department Director that Programs and Services are structured in a way that they will generate development of the appropriate performance measures, especially Result measures, to achieve Strategic Results and provide the basis for a useful and functional Performance Based Budget.

IV. Purpose Statements and Performance Measures

Following the Initial Retreat and confirmation of the Program Structure by the Director, the Department will schedule sessions (a half day in length) for individual Program groups so they can develop Purpose Statements and Performance Measures for their Programs. Program teams usually include the manager and staff who deliver the services. The Teams are limited in size (up to 8 participants).

Purpose Statements and Performance Measures (PSPM) sessions are scheduled to occur 2-3 weeks following the Initial Retreat. The MR consultant will facilitate the work sessions, and are typically able to develop the following products in half day sessions making it possible for the lead MR consultant to develop 2 PSPM’s per day.

- Purpose Statements for Programs will be developed using the MFR Template ©
- Performance Measures include a balanced Family of Measures® typically including: Results, Output, Demand, and Efficiency Measures—capable of measuring different, but closely related, aspects of Program success.

After updating the draft Plan to reflect the work of the Program Teams, it is again forwarded to the Department Director for review and feedback.

The following information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.

V. Final Strategic Business Planning Retreat

Following the completion of the PSPM workshops, the Department will schedule a 1 to 2 day facilitated session of Department executives and senior managers so they can review and complete their draft Strategic Business Plans. MR consultants will facilitate the Final Retreat to create the following products:

- Lines of Business - this is the highest level of operations within a Department.
- Line of Business Key Results Measures- these provide the link between Strategic Results and operational Program Measures, and serve as the basis for executive-level Department management.
- Alignment Maps- show the alignment between the County's Priorities and the Department's Strategic Results and between the Strategic Results and Program Results. The Alignment Maps ensure that the Department has operational results that will contribute to their Strategic Results and corporately that the County's Priorities are supported by Departmental plans.
- Initial Department Action Plans- identifies next steps for change management, communications, training, data collection and other key implementation milestones at the Department level.

VI. Quality Control

Interim Review

Following the Initial and PSPM Retreats, MR will conduct an Interim Review of the Retreat products. This Review is conducted by senior MR personnel that have not been involved in the facilitation of the Department Plan and thus have not heard the discussions of the group. The Interim Review ensures that the work product is clearly written in language that can be understood by the customer. The Interim Review is discussed with the Department Director following each of the Retreats so the Department can make revisions (as needed) and ensure the draft Plan achieves clarity and the desired results.

➤ Plan Updates and Revisions

Introduction

In addition to providing the standard facilitation of Department Strategic Business Plans, MR also offers assistance in updating and/or revising existing departmental and organizational Strategic Business Plans and Performance Measures short of a full re-start.

The facilitation of updates is an abbreviated process when compared to the Standard Facilitation. Because Clackamas has used MR's Managing for Results methodology for almost 4 years now, the County's process is very stable. Sometimes, however, because of a change in leadership or focus, or because the performance of an operation is not up to expectations, outside assistance for Plan updates can be very valuable.

Department Strategic Business Plan Update Process/Methodology

MR brings a tried and successful process to help Departments update and revise their Strategic Business Plans and move deeper into true operational implementation of their Plan. MR facilitates the revision and update of Department Strategic Business via the following steps:

The following information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.

I. Pre-Retreat

Prior to the Initial Update Retreat, there is an analysis of results achieved and results not yet achieved by the Department's Strategic Business Plan. This analysis helps the department focus on results from two perspectives, by asking:

- To what extent has our *Strategic Business Plan* achieved the purposes we intended *internally*—i.e. capacity to communicate our priorities, frame our budget issues, capacity to drive action, etc.?
- To what extent has our *Strategic Business Plan* achieved the purposes we intended *externally*—i.e. are results for customers, as we articulated them, being achieved?

This analysis is begun through a review of all background information. Then, a Senior MR Consultant meets with the Department Director to complete the analysis. This meeting is similar to the Director's Interview process followed in Year 1. In Year 2, more time may be needed, relative to Year 1, for Pre-Retreat events. Departments have a wealth of information and perspective resulting from their Plan implementation thus far, and their experiences effecting organization change. It is also not unusual for external and internal issues and trends to have shifted significantly since the development of their Plan. All these things must be carefully considered by the Department Director and Facilitator so that the Retreat can be planned properly.

II. Initial Update Retreat

The Initial Update Retreat typically lasts for two to three days. The Department and MR will schedule a time and place for the Initial Update Retreat, and a Senior MR Consultant will facilitate the retreat. In the case of larger departments, two MR Consultants will facilitate the retreat.

Initial Update Retreat participants typically include the Department Director and senior managers. This Planning Team should be limited in size, with not more than twelve participants in order to accomplish all of the tasks required. The tasks to be accomplished during the Initial Update Retreat include the following:

- Director's Welcome & Overview of *Performance Clackamas* and Managing for Results
- Updating the Assessment of the Future
- Reviewing Issue Statements
- Reviewing Strategic Results
- Reconfirming Mission
- Reviewing Line of Business and Program Alignment
- Reviewing Programs*
- Reviewing Lines of Business

* If during the Pre-Retreat analysis and conversation with the Department Director it is determined that additional time is desired or needed to update and revise the operational Programs, the Department may choose to convene Purpose Statements and Performance Measures (PSPM) Sessions to more thoroughly review its Programs.

In this situation, this additional requested time would be added to the standard scope of work for Plan Updates and Revisions and included as part of the "Work Schedule" process outlined in Section 3.3.2 of the RFP.

The following information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.

III. Interim Review

Following the Initial Update Retreat, MR will conduct an Interim Review of the Retreat products. This Review is conducted by senior MR personnel that have not been involved in the facilitation of the Department Plan and thus have not heard the discussions of the group. The Interim Review ensures that the work product is clearly written in language that can be understood by the customer. The Interim Review is discussed with the Department Director following this Interim Review so the Department can make revisions (as needed) and ensure the draft Plan achieves clarity and the desired results.

IV. Final Day Retreat

Following the completion of the Initial update Retreat, the Department Planning Team will reconvene to consider and accomplish the following:

- Reconsider and confirm the entire *Strategic Business Plan* as a whole
- Discuss the implications of the changes
- Develop Next Steps Action Plans

➤ **MFR Training for Managers**

MR discovered over a decade and a half ago that it is not intuitively obvious to managers how to use performance information to manage and communicate. At that time, we were working with Nashville-Davidson County, the US Forest Service, Franklin County ADAMH and the US Marines and could see this capacity lacking in local and federal government agencies. We knew from Marv's experience in State government that the same dynamic was true there as well.

In response to this discovery, MR developed a training course named MFR Training for Managers to teach managers how to use performance information to manage and tell their story.

To date, the training has been delivered in 15+ jurisdictions, including Clackamas County, and the most common response to-date in the post training assessment is "Now I really understand how this works."

Introduction

MR's approach to training focuses on reinforcing the following aspects of successful performance-based governments.

- Systems- Implementation and execution of Strategic Planning, Performance Budgeting and Employee Performance Management
- Culture- Managing with performance information (organization and individual performance)

Impact of the Training

Participants show large changes in capacity when reporting before and after levels of understanding. The most common response is "Now I really understand how this works." The response is so positive it is tempting to position this training prior to Strategic Business Planning. However, the understanding gained in the course depends on participants having the knowledge that comes from experiencing the Strategic Business Planning process. MFR Training for Managers provides a significant boost to the level and pace of understanding of how to use performance information – a fundamental for MFR and EPM.

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Training Process/Methodology

Geared for adult learning styles, the course includes presentations and definitions, case study work in small groups, reporting out to the entire class and reflections on lessons learned and insights gained. The topics normally covered in MFR Training for Managers include the following:

- Monitoring, tracking and interpreting performance information
- Using performance information for Performance Based Budgeting communications and decision-making, especially Performance Based Budget narratives
- Using performance information for Performance Reporting, especially performance narratives.
- Using performance information to improve operational performance

MFR Training for Managers is a 2-day course offered to up to 25 managers in each course. Two senior MR consultants lead the course.

➤ **Misc. Change Management Training Services for Staff and Elected Officials**

In addition to MFR Training for Managers, MR also offers an array of training programs associated with Managing for Results. Some of the topics offered include:

- Building a Fully Integrated Management System
- Becoming a Strategic Business Planning Facilitator
- Performance Based Budgeting
- Performance Measures Development
- Data Collection
- Performance Reporting
- Performance Contracting
- Communicating with Performance Information
- How to use Performance Information to Govern – Elected Officials
- How to Align Individual Performance to Operational Performance

MR also provides general management training. Examples include:

- Managing Change in Stressful Times
- 'Managing Up' – Managing the Relationship to Your Boss
- Leadership Training for Mid-Level Managers
- Communicating with Constituents
- How to Stay Sane During Stressful Times

➤ **Consultancy and Guidance for County Managers, Supervisors and Elected Officials**

In addition to the MR training offerings outlined earlier in this section, it is important to note that MR also provides individualized consultancy and guidance for county managers, supervisors and elected officials. Over the last 20 years, MR has worked side-by-side with dozens of executives and senior level managers as they led their organizations through transitions and transformations. MR often helps executives navigate their way through changes brought on by outside forces, economic downturns or

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shifts in the political or market landscape while also providing managers and others with one-on-one consulting related to topics like employee performance and performance budgeting, etc.

MR's founder and CEO Marv Weidner coaches many executives who are leading their organizations through intentionally designed transformations to become more strategic and results oriented. He also helps executives through professional and personal changes. Below is just one quotation from one of MR's long-standing customers.

"Marv has guided me in building a team that focuses on results and an organizational culture that expects to be evaluated on performance. Together, we have worked to change our organization from a traditional human services environment that measures success based on 'doing good things' to an environment that measures results and performance and demands transparency of our work for the customers that we serve and the citizens that have entrusted us to deliver quality behavioral healthcare in our community. Marv's relentless pursuit of clarity of thought and actions that align with the big picture as well as the details of daily operations has made me a better leader and our organization more efficient."

-David A. Royer – CEO Alcohol, Drug and Mental Health Board of Franklin County, OH

With every MR enterprise-level engagement, individual consultations with the Jurisdiction Manager and Project Lead occur on a regular basis. As the initiative matures, as it has in Clackamas County, it is not uncommon to provide these individual consultations, on an as needed basis, to county managers, supervisors and elected officials. These one-on-one conversations can occur in person when available or by phone and can be billed on an hourly or daily basis via the "Work Schedule" process outlined in Section 3.3.2 of the RFP.

➤ **Plan Templates, Training Materials and other Plan-Related Documents**

The Managing Results, LLC methodology (both standard and modified) is the proprietary intellectual property of MR. The MR methodology contains methodologies, trade secrets, definitions, graphics, presentations, and guidelines that are the sole proprietary intellectual property of MR and also contains trade secrets of MR.

Via contract in 2014, MR provided a non-exclusive, perpetual license for use by Clackamas County of the MR Methodology (See page 29 for complete wording). As a result, Clackamas County can access and utilize plan templates, training materials and other plan related documents contained within the MR methodology at no cost. These documents include but are not limited to the following:

- Managing Results Resource Guide to Strategic Business Planning
- Department Strategic Business Planning PowerPoint Presentations
- Department Strategic Business Planning Template
- Performance Measure Definition Template
- Department Strategic Business Planning Corporate Review Templates
- MFR Training for Managers PowerPoint Presentation and Training Exercises
- Employee Performance Management Decision and Decision PowerPoint Presentation
- Performance Budgeting PowerPoint Presentation

The following information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.

- Managing for Results Overview PowerPoint Presentation

If in utilizing MR documentation, the County requests that MR consultants provide preparation and/or guidance, those services will be billed on an hourly or daily basis via the "Work Schedule" process outlined in Section 3.3.2 of the RFP.

➤ **Integrating Performance Clackamas with Accreditation Standards and other Performance Management and Accountability Programs**

MR is familiar with many accreditation systems and has worked with many departments, such as public safety agencies, which have achieved accreditation or are in one stage or another of achieving accreditation/reaccreditation. Additionally, jurisdiction-level accreditation through organizations such as ICMA, ACA and GFOA are very familiar to MR. We have consulted with multiple jurisdictions on these types of standards and accreditation models and have helped our customers determine the best ways to utilize their Managing for Results initiatives to help them meet standards, achieve accreditation and/or enhance their bond ratings. MR has helped many of our jurisdictional customers develop methods for identifying performance measures required by accreditation organizations as part of the Strategic Business Plan process.

When the Governmental Accounting Standards Board (GASB) considered guidelines for voluntary reporting of Service Efforts and Accomplishments, MR's Founder and CEO Marv Weidner was asked to testify on two separate occasions. MR stands ready and is able to assist Clackamas as a County or its various departments to meet standards applicable to their accreditation efforts.

5.4 Fees

MR's daily rate is \$2,200 per day (\$275/hour) and includes all costs associated with delivering each task. This is the rate MR has charged Clackamas County since the beginning of our partnership in January 2014.

Note: The one exception is if Founder and CEO Marv Weidner is providing executive coaching which will be charged at \$300/hr.

In the sub-section below, MR has outlined the fees (labor and estimated travel expenses) for those services that are standardized. Many of these services have been previously delivered in Clackamas County, and it is important to note that the pricing has not changed.

For those services that are dependent on size and length of time required to deliver the expected outcome, those services will be noted below and will be priced on an hourly or per consultant day basis in accordance with the "Work Schedule" process outlined in Section 3.3.2 of the RFP.

BCC Strategic Plan Review and Update Sessions

BCC Strategic Plan Review and Update Session					
	Consultants (#)	Days (#)	Subtotal (\$)	Travel (\$)	Total (\$)
County-wide Plan*	2	7.5	\$16,500	\$5,752	\$22,252
<i>*Note: The document review, interviews and compilation of the Draft Plan (3.5 days) are conducted by (1) MR Consultant vs. the (2) MR Consultants that facilitate the Strategic Planning Review and Update Session with the Board and County Administrator (2 days x 2 Consultants).</i>					

Departmental and Organizational Strategic Business Plans

Departmental and Organizational Strategic Business Plans					
Department Size	Consultants (#)	Days (#)	Subtotal (\$)	Travel (\$)	Total (\$)
Small	1	3.5	\$7,700	\$1,609	\$9,309
Medium	1	11	\$24,200	\$7,036	\$31,236
Larger Medium	1	12	\$26,400	\$7,369	\$33,769
Large*	2	14	\$55,000	\$13,555	\$68,555
<i>*Note: The document review and interim review (3 days) for a large Department is conducted by (1) MR Consultant vs. the (2) MR Consultants that facilitate the Initial Strategic Business Planning Retreat, the Purpose Statements and Performance Measures and the Final Strategic Business Planning Retreat (11 days x 2 Consultants).</i>					

Plan Updates and/or Revisions

Plan Updates and/or Revisions					
Department Size	Consultants (#)	Days (#)	Subtotal (\$)	Travel (\$)	Total (\$)
Small	1	3	\$6,600	\$2,002	\$8,602
Medium	1	6	\$13,200	\$4,119	\$17,319
Larger Medium	1	6	\$13,200	\$4,119	\$17,319
Large*	2	6.5	\$23,100	\$7,102	\$30,202

**Note: The Pre-Retreat analysis and Director's Interview (1 day) along with the Interim Review (1.5 days) is conducted by (1) MR Consultant vs. the (2) MR Consultants that facilitate the Initial Update Retreat and Final Day Retreat (4 days x 2 Consultants).*

Also note that per the description of the Plan Update process in section 5.3, additional time may be requested if the department feels Purpose Statement and Performance Measures (PSPM) Sessions should be convened to specifically address Program-level changes or updates.

MFR Training for Managers

MFR Training for Managers					
	Consultants (#)	Days (#)	Subtotal (\$)	Travel (\$)	Total (\$)
MFR Training for Managers	2	3.5	\$12,100	\$3,750	\$15,850

**Note: The preparation work (1.5 days) is conducted by (1) MR Consultant vs. the (2) MR Consultants that deliver the 2 day MFR Training for Managers session (2 days x 2 Consultants).*

Misc. Change Management Training Services for Staff and Elected Officials

So that the County will have a firm fixed price for labor for any requested training, the Misc. Change Management Training offerings will be priced at \$2,200 per consultant day and will be scoped for size and length at the time the work is requested.

Consultancy and Guidance for County Managers, Supervisors and Elected Officials

If the County requests that MR consultancy and guidance for County Managers, Supervisors and Elected Officials, those services be priced at \$2,200 per consultant day (or \$275/hour depending on the length and scope of the engagement) and will be scoped for size and length at the time the work is requested. For one-on-one executive coaching provided by Founder and CEO Marv Weidner, this work will be priced at \$2,400 per day (or \$300/hour depending on the length and scope of the engagement) and will be scoped for size and length at the time the work is requested.

Plan Templates, Training Materials and other Plan-Related Documents

Clackamas County can access and utilize plan templates, training materials and other plan related documents contained within the MR methodology at no cost.

If the County requests that MR consultants provide preparation and/or guidance as it relates to the above materials, those services be priced at \$2,200 per consultant day and will be scoped for size and length at the time the work is requested.

Integrating Performance Clackamas with Accreditation Standards and other Performance Management and Accountability Programs

If the County requests that MR consultants provide assistance to the County or its various departments in order to meet standards applicable to their accreditation efforts or other performance management and accountability programs, those services be priced at \$2,200 per consultant day and will be scoped for size and length at the time the work is requested.

5.5 References within Past 3 Years

In addition to the first (4) references listed below, MR is also including Maricopa County, AZ as an example of how MR Strategic Plans and the methodology conveyed to our customers can be successfully and continuously used over many years.

1. Clackamas County, OR

2051 Kaen Road
Oregon City, OR 97045

Don Krupp, County Administrator
dkrupp@clackamas.us
(503) 655-8581

Dan Chandler, Assistant County Administrator
dchandler@co.clackamas.or.us
(503) 742-5394

Project Description

In the spring of 2014 and again to update the plan in 2017, MR facilitated the County Commissioners and County Administrator of Clackamas County, OR to develop a measurable, customer-focused and results-oriented County Strategic Plan. The County's Strategic Plan is the cornerstone of its Managing for Results initiative 'Performance Clackamas' that also includes MR facilitated Department Strategic Business Plans, a Program Structured Performance Based Budget, Performance Reporting and change management training for managers. 'Performance Clackamas' is directed from the County Manager's Office and involves all BoCC departments. Most recently in June 2018, MR facilitated the Clackamas County Sheriff and his team in the creation of a Strategic Business Plan for the CCSO.

Services

- County Strategic Plan creation and updates
- Department Strategic Business Planning
- Performance Based Budget
- Training for Managers (Use of Performance Information for Management, Budgeting Communications, Decision-Making, etc.)

2. Gunnison County, Colorado

200 East Virginia, Suite #104
Gunnison, CO 81230

Matthew Birnie, County Manager
mbirnie@gunnisoncounty.org
(970) 641-0248

Project Description

Gunnison County began their Strategic Planning with MR in 2008 and has continued with their Managing for Results initiative since that time. As an example of how the process and plan continues to provide value after the initial engagement, the County Commissioners of

Gunnison County, with MR assistance, have updated the County Strategic Plan four times since 2008 (2009, 2011, 2013 and 2015) to ensure that issues on the horizon are considered and new priorities have customer-focused strategic results attached to them so that success is defined and results are achievable.

Gunnison has engaged MR to develop and update its Implementation Plan for its County Strategic Plan. In addition, Gunnison created Department Strategic Business Plans for each department and aligned those plans with the County's budget. Gunnison produced a performance-based budget and has used performance budgeting with great results.

In 2011-12 Gunnison was able to lower property taxes, provide a cost of living increase for employees for the first time in three years and maintain core service levels. The County Strategic Plan and Managing for Results in Gunnison County also resulted in the building of Public Safety and Public Works facilities without raising taxes, after talking about each of them for over 20 years. Gunnison County has used its County Strategic Plan to achieve remarkable things and save taxpayers real money.

Services

- County Strategic Plan
- Detailed Implementation Plan for each County-wide Strategic Goal and Objective
- Department Strategic Plans for every Department
- Performance Based Budget
- Training for Managers (Use of Performance Information for Management, Budgeting Communications, Decision-Making, etc.)

3. Gahanna, OH

200 S. Hamilton Rd.
Gahanna, OH 43230

Tom Kneeland, Mayor
tom.kneeland@gahanna.gov
(614) 342-4047

Summary

Beginning in 2016, Gahanna partnered with MR to develop a City Strategic Plan focused on delivering measurable and meaningful results for the community. In February 2016, MR facilitated the City Council and Senior Leadership to develop a measurable, customer-focused and results-oriented City Strategic Plan. The City's Strategic Plan is the cornerstone of its new performance initiative entitled 'Go Forward Gahanna.' The City engaged MR to work further with Departments to create a detailed Implementation Plan for the City Strategic Plan. In the Spring of 2018, MR was asked to begin assisting the City in facilitating and updating several Department Strategic Business Plans.

Services

- City Strategic Plan
- Detailed Implementation Plan for each City-wide Strategic Goal and Objective
- Department Strategic Business Planning

4. Las Cruces, NM

700 N. Main St.
Las Cruces, NM 88001

Stuart Ed, City Manager

sed@las-cruces.org

(575) 541-2076

Summary

Beginning in May 2017, Las Cruces partnered with MR to develop a City Strategic Plan focused on delivering measurable and meaningful results for the community. On May 3-4, 2017, MR facilitated the City Council and Senior Leadership to develop a measurable, customer-focused and results-oriented City Strategic Plan. The City's Strategic Plan is the cornerstone of its Managing for Results initiative 'PEAK Performance' that also includes MR facilitated Department Strategic Business Plans, a Program Structured Performance Based Budget (to be presented in FY19-20) and change management training for managers. 'PEAK Performance' is directed from the City Manager's Office and involves all departments.

Services

- City Strategic Plan
- Department Strategic Plans for every Department
- Performance Based Budget
- Training for Managers (Use of Performance Information for Management, Budgeting Communications, Decision-Making, etc.)

5. Maricopa County, AZ

301 W. Jefferson St.
Phoenix, AZ 85003

Sandi Wilson, Retired Deputy County Manager

sandi.wilson0@icloud.com

(602) 751-8304

Summary

Sandi Wilson is the recently retired Deputy County Manager of Maricopa County, Arizona. Beginning in 2000, Maricopa partnered with MR to develop their Strategic Planning and Performance Budget system (MFR). Maricopa continues to use the approach MR provided over 15 years ago. Most of the Strategic Planning for the County's 50+ departments was completed and the plans were integrated with the Budget all within 2 years. From time to time, however, Maricopa engages MR to help on specific projects related to MFR. Most recently, in the fall of 2016, MR provided facilitation services in Maricopa for the County's Air Quality and Correctional Health Departments as well as provided capacity building/facilitator training for a number of County employees.

PROPOSAL CERTIFICATION

RFP #2018-55 On-Call Strategic Planning and Performance Management and Facilitation and Consulting

Submitted by: Managing Results, LLC (Colorado)
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

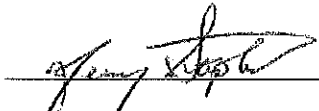
(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State Colorado

Oregon Business Registry Number 100731496

Contractor's Authorized Representative:

Signature:  Date: August 10, 2018
Name: Jeremy Stephens Title: VP of Development & Operations
Firm: Managing Results, LLC
Address: P.O. Box 746
City/State/Zip: Gunnison, CO 81230 Phone: (865) 567-5192
e-mail: jstephens@managing-results.com Fax: N/A

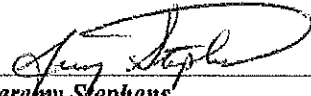
Contract Manager:

Name Jeremy Stephens Title: VP of Development & Operations

Phone number: (865) 567-5192

Email Address: jstephens@managing-results.com

Through the following signature, Managing Results, LLC affirms its intent to be bound by this proposal:


Jeremy Stephens
VP of Development & Operations
MR Authorized Signatory

Consulting Methodology Intellectual Property

Managing Results, LLC (MR) Methodology (both standard and modified) is the proprietary intellectual property of MR. The MR methodology contains, and is imbedded in various methodologies, trade secrets, software, definitions, graphics, presentations, and guidelines that are the sole proprietary intellectual property of MR. Through this proposal and after a contract has been signed, MR is providing a non-exclusive, perpetual license for use by Clackamas County, OR of the MR Methodology. Much of the MR Methodology is contained but is not limited to the copyrighted Managing Results Resource Guide to Strategic Business Planning. Clackamas County may use it only for its own internal purposes and shall keep the MR Methodology confidential, and under no circumstances will the Clackamas County or other staff or agencies of the Clackamas County, except as agreed by MR in writing, disclose the MR Methodology to other third parties, either individuals, or governmental or private sector organizations. All changes or derivative work made to the MR Methodology shall remain the exclusive property of MR. Notwithstanding the foregoing; all information produced by Clackamas County utilizing the MR Methodology, shall be considered the exclusive property of the Clackamas County.

