



September 23, 2019

Richard Appelhanz
Topeka Metro
rappelhanz@topekametro.org

Re: On-Call Human Resources Consulting Services

Greetings Richard:

Thank YOU for the invitation to submit a response to the Topeka Metro's RFB to address the Metro's human resource needs.

Follows an initial proposal for your review and consideration. Proposals are considered a work in progress until the client is satisfied with the objectives and details.

I will plan to follow up with you soon to hopefully finalize details and launch implementation.

Sincerely,

A handwritten signature in black ink that reads "Kristin Scott".

Kristin Scott
kristin@scotthr.com
fax: (785) 246-8209

Billing information:

PO#:
Attention to:
Email:
Typical AP schedule:



Initial Needs Identified: *Understanding of request*

Topeka Metro has an interest in partnering with a Human Resource Company to address On-Call Human Resources Consulting Services.

Hereinafter, the Client, Topeka Metro and the Consultants, Scott Human Resources (Scott HR), will specify details of the work to be delivered.

The following outlines the Consultants current understanding of the engagement, of which can be modified after further review and discussion. The parties agree that it may be desirable to make changes to the prescribed work, of which both parties must agree to either in official communications (written addendum or email).

Scope of Work

The Client and Consultants will work collaboratively to meet the desired timeframes and outcomes. The Consultant(s) are in the business of providing human resource services and desires to provide said human resource services as set forth below:

Key Activities and Deliverables

Scott HR will work with leadership to address specific human resource and business-related issues as it relates to the following or other services requested that would fall within the contract. *Scott HR works to provide recommendations that are best practices and within legal compliance.*

- I. **Projects Referenced:** projects that may be requested by either the Human Resources Director, General Manager and/or the Board of Directors.
 - a. **Wage / salary ranges and allocation**
 - i. Scott HR creates customized wage bands based on local market, competing companies and incorporates current wage band along with general band increase and consumer price indexing.
 - b. **Performance appraisal systems, tools and processes**
 - i. Scott HR has designed and customized performance management systems that align with the organization's core values and/or guiding principles along with key competencies. Scott HR's system consists of regular ongoing feedback not simply annual reviews.
 - ii. Performance Management does not occur just annually but is ongoing. Scott HR would like to collaborate initially to identify or tweak Core Values and incorporate those into the Job Descriptions, Staff Meetings, Reviews and the overall culture and communications. This will be an extensive project of customization, implementation, training and review of managers to equip them to coordinate this well.
 - c. **Customized employee training**
 - i. Scott HR designs and creates multiple training programs for executives, management and staff. A few of the recent programs delivered are: Maximizing Work Relationships to Work Better Together; Workplace Etiquette and Harassment, HR101 for Managers; DiSC Personalities; Time Management; 5 Behaviors of a Cohesive Team; Performance Management; and much more. Once a specific topic is identified, we can discuss learning objectives and goals to design content.
 - d. **Policy development and revision**
 - i. Scott HR reviews, makes recommendations and analyze various policies and procedures including Employee Handbooks and other policies not contained therein. After discussion of the proposed policies or procedures, ScottHR can update.
 - e. **Create new or update existing job descriptions**

- i. Scott HR works from a core template for Job Descriptions but can work within the Topeka Metro system as well. Scott HR views job descriptions as an overview of job duties combined with accountability statements, ada clarification, work environment specs and other such information.
- f. **Ongoing management training and coaching**
 - i. Scott HR has worked with many management teams and one-on-one with executives for coaching in specific areas for increased performance.
- g. **Assist with the hiring process for executive positions**
 - i. Scott HR has facilitated and managed the hiring process for executives for several organizations. Scott HR can review the current system, make recommendations, train and coach others, assist in the manner the is most needed.
- h. **Board of Directors** may request assistance with coordination of personnel duties for the General Manager, including but not limited to hiring, salary benchmarking, performance review and maintenance of employee files.

Comment:

Ability to fulfill the specifications and services: Scott HR has experience in each area referenced to in the RFB.

Per review of the RFB it appears that an award will be issued based on the RFB process, yet each project will be bid independently with a summary of the project requirements, anticipated deliverable, project schedule and cost to complete.

Scott HR has reviewed the contract clauses on pages 3-6. Should Scott HR be awarded the contract, we will work collaboratively to honor these statements.

Outcomes

- Reliable, Responsive and Relational Human Resources partner to support organizational objectives and mission while ensuring legal compliance and best practices.

Key Success Factors

- Open communication regarding all matters
 - Timely responses
- Confidentiality of information
- Ability to build rapport and trust with staff
- Ability to hold others accountable
- Alignment with decision makers for approvals
- Ability to discuss barriers to forward progress and agree to workable solutions to address

If changes are made to documents provided, the Consultant requests an updated copy for reference purposes.

Access to Confidential Information

Client hereby grants permission to Scott HR staff and/or consultants to access Client's confidential information as required.

Terms

The RFP is for a five-year contract. See page 7 for pricing.

Scott HR bills on a monthly basis; typically, invoices are delivered via email to the designated individual by the 5th of each month, with payment due in 10 days. Invoices not paid by the 1st of the month will incur a \$25 administrative fee for each month the invoice is unpaid (or 3% of the invoice, whichever is greater).

The Consultant bills separately for attorney discussions, other consultant counsel, recruitment advertising, tools, assessments or books utilized as resources for Client staff. (Job Postings, Assessments, and other such items are not included in the regular hourly rate.) Mileage outside of Topeka is billed separately unless Consultant is local. The client is responsible for all service fees and reimbursement costs as identified.

Experience and Qualifications

Scott HR has multiple consultants available to address projects for the Topeka Metro. A summary of experience and qualification follow:

Kristin Scott: *“I bring a sense of loyalty to the organization with a sincere desire to identify a plan that will meet the organization’s needs while maintaining employee relations positively when practicable.”*

- Master of Science in Management
- Certified Professional in Human Resources
- Certified Employee Retention Professional

Kristin has served the human resource profession for more than 20 years working in the staffing and consulting industries after earning a Master of Science in Management degree from Baker University and a bachelor’s in business administration from Washburn University. She earned the SHRM Certified Professional in Human Resources and has been certified from the Human Resource Certification Institute since 2003. Kristin earned the CERP designation from The Retention Institute. Kristin co-authored Power Tools was nominated as Topeka’s Human Resource Professional of the year (2005) and served as President of the Topeka Society for Human Resource Management (SHRM) Chapter. Kristin currently serves as President of TIBA (Topeka Independent Business Association) and appointed to the Topeka Chamber of Commerce Small Business Council (2017). Kristin is also an adjunct Professor at Washburn University.

Cynthia Stotlar-Hedberg: *“Cynthia is highly knowledgeable in the field of human resources and work-related topics. She’s a wonderful speaker, always engaging the audience and making it a personalized experience. Professional, personal, trustworthy and the best in her industry. “*

- Master’s in Education
- Certified SPHR
- Lean Six Sigma

Bringing more than 30 years of HR experience, Cynthia has a special love for training. She delivers fun and high-energy trainings that encourages participation and enhances the learning experience. Satisfied clients report that attendees enjoy the training program while their managers love that they return knowing what to do differently to be successful.

Elizabeth Smith: *“I bring wit and humor to the most sensitive and complex HR issues”*

- Certified Professional in Human Resources

Elizabeth has served the human resource profession for more than 15 years working in a variety of industries including fitness, document storage and shredding, and IT.

Karen Bodner: *“I bring a unique ability to connect with people in a quick amount of time which is helpful when screening and hiring candidates. I am Kristin’s go-to person for administrative projects and communications.”*

Karen has worked with Scott HR for nearly 9 years with a primary focus on recruitment, hiring, onboarding, and benefit administration. Karen brings over 25 years of office experience including Payroll, Benefits and Accounting. While working with USD 501 Business office, Karen was the KPERS retirement expert, assisting with open enrollment annually for over 2,000 employees, enrolling employees in benefits and changing coverages. Karen reconciled the District’s health and entail insurance, other benefits and the USD 501 Foundation contributions.

She earned her Bachelor's in Business Administration from Emporia State University and volunteers at Topeka Bible Church with the Children's Ministry.

Sara Abel: *"I believe that building strategic and collaborative relationships is crucial to successful partnerships!"*

- Bachelor's in business management
- Professional in Human Resources certification earned in 2001
- Certified Compensations Professional (CCP) World@Work

Sara has served the human resource profession for more than 20 years working in the financial services and electric utility industries. She earned the SHRM Certified Professional in Human Resources in 2001. Sara earned the CCP certification from World@Work.

References

- Jacque Russell, City of Topeka, (785) 344-1422, jrussell@topeka.org
 - Services provided: training, assessments
- Chris Martin, Logan Business Machines, (785) 233-1102, Cmartin@logan1972.com
 - Services provided: outsourced HR (job descriptions, performance management, recruitment, hiring/firing, focus groups, etc.)
- Angie Miller, Emporia State Federal Credit Union, (620) 342-2336, amiller@esfcu.com
 - Services provided: customized training program for executives and management

Clarifying Language

Proprietary Rights: Confidential Information

Consultant agrees that Client shall own the work products provided to the Client. Each party agrees that it shall not use for any purpose or disclose to any third party any confidential information of the other party without the express written consent of the other party. Each party agrees to safeguard the confidential information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercise the degree of care, which are at least as protective as the Consultant or Client, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the confidential information of the other party only to those individuals specifically designated by the parties and who require access in performance of their duties to the other party in connection with the other party's rights under this Agreement.

Confidential information includes information identified by disclosing party as proprietary and confidential, which shall remain the sole property of the disclosing party unless the ownership of such confidential information is otherwise expressly set forth in this Agreement. Items will not be considered confidential information if: a) Available to public other than by breach of an agreement by the recipient; b) rightfully received from a third party not in breach of any obligation of any confidentiality; c) independently developed by one party without access to the confidential information of the other; or d) rightly known to the recipient at the time of disclosure as verified by its written records.

Warranties

Consultant warrants that the services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. Client agrees that Consultant's sole and exclusive obligation with respect to the services covered by this limited warranty shall be, at the Consultant's sole discretion, to correct the non-conformity or to refund the service fees paid for the affected executive consulting services.



Client acknowledges if deadlines are delayed on their behalf, outside of the Consultant's control, the Consultant is not liable for work projects that may not be completed as originally agreed upon.

Limit of Liability

In the event that Client asserts any claims against Consultant arising out of this Agreement, including but not limited to any lawsuit filed by Client against Consultant, Consultant's liability shall be limited to the total service fees received from Client under this Agreement.

Indemnification

Client agrees to defend, indemnify, and hold harmless Consultant, and its agents and employees, from and against any and all claims, losses, damages, expenses, attorney's fees, causes of action, judgments, and liability arising out of the services provided by Consultant under this Agreement. If any claim, action, demand, notice, or proceeding is received by Client with regard to the services provided by Consultant under this Agreement, Client shall promptly notify Consultant. Consultant shall have the right to choose counsel to defend itself, and Client shall pay all attorney's fees and expenses for such defense. The term "defense" shall include, but not be limited to, filing counterclaims, lawsuits, administrative proceedings, arbitrations, and other proceedings whether or not strictly defensive in nature, and even if it is an offensive maneuver. This is a continuing obligation of Client until the applicable statutes of limitations have expired on any possible claims, and until Consultant has no liability, contingent or otherwise, resulting from the services provided under this Agreement.

In an effort to resolve any conflicts that arise during or after the completion of the services required within the scope of this Agreement, Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

Such non-binding mediation must be completed within thirty (30) days of the date of written notice from the party requesting mediation. In the event that non-binding mediation is not successful in resolving the dispute between the parties, either party may make a demand for arbitration by fielding such demand in writing with the other party. Such arbitration shall then be conducted by a mutually agreed upon arbitrator in accordance with the rules of the American Arbitration Association. The award of the arbitrator shall be binding on both parties.

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or a portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

It is the intention of the parties that this Agreement be construed in accordance with and under and pursuant to the laws of the state of Kansas and that, and any action, special proceeding or other proceedings that may be brought arising out of, in connection with, or by reason of this Agreement the laws of the state of Kansas shall be applicable and shall govern. The parties' consent to jurisdiction and venue in the District Court of Shawnee County, Kansas.

No Waiver

The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be construed as waiving any terms and conditions, but such terms and conditions shall continue and remain in full force and effect as if no forbearance or waiver had occurred. This Agreement shall be binding upon the parties hereto, their successors and assigns.



Consultant is not an Attorney

Client acknowledges that Consultant(s) are not attorneys. If Client needs legal advice, Client must consult with its own attorney, or request Consultant to consult with an attorney on Client’s behalf. From time to time, Consultant may seek the advice of an attorney on the Client’s behalf to ensure solid recommendations. Such expenses are passed through to the Client.

1. Topeka Metro, 201 N. Kansas Avenue, Topeka, Kansas 66603 (Corporate) is the Client and Scott Human Resources, 6021 SW 29th Street, Suite A PMB324, Topeka, Kansas 66614, is the Consultant.
 - a. Giving written notice of such change to the other party may change the address of Consultant or Client.
2. Consultant will keep data confidential, to the extent possible, and findings will be reported only to those designated by Richard Appelhanz.
3. This is a client-independent contractor relationship that excludes any notions of an employer-employee status or the right to any benefits for which employees might be eligible.
4. Consultant will have full control over work hours for projects the Client has requested.
5. Pricing referenced is valid for 90 days, when in a proposal format.
 - a. Should the Client or Consultant desire to terminate the relationship prior to the end of contract period, a minimum of a 60-day written notice by either party to the other party must be provided, signed and acknowledged.

Signatures

Richard Appelhanz, Accountant
Topeka Metro
Office: 785-233-2011
Email: rappelhanz@topekametro.org

Kristin Scott, President
Scott Human Resources
Office: 785-272-5410
Email: Kristin@ScottHR.com

Date

Date

PRICE QUOTE

Please provide a list of employee types/positions that would be involved in HR consulting services under this contract, with a per-hour rate for each type of employee. Two types of price quotes are acceptable: (1) quote a set price for each year of the contract; or, (2) quote a set price for Year 1 and a maximum percentage increase for Years 2-5.

Type of employee/position	Year 1	Year 2	Year 3	Year 4	Year 5
Senior Consultant	125/hr	_____	_____	150/hr	_____
Junior Consultant	75/hr	_____	80/hr	_____	_____
Admin Work	45/hr	_____	_____	50/hr	_____
Training by project	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2019-2021 goal for DBE participation is 2.00%; the race neutral goal is 1.12%, and the race conscious goal is 0.88%. There is no contract goal for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.

The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify Metro whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

Signature: Scott

Name and Title: Kristin Scott, President

Company Name: Scott Human Resources

Date: 09/23/2019

NON-COLLUSION CERTIFICATION

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of Topeka Metropolitan Transit Authority, or of any proposer, or anyone else interested in the proposed contract.

Signature: K Scott

Name and Title: Kristin Scott, President

Company Name: Scott Human Resources

Date: 09/23/2019

SUSPENSION / DEBARMENT CERTIFICATION

In regard to 2 CFR Parts 180 and 1200

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 1) is included on the federal government's suspended and debarred list;
- 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
- 3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
- 5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature: _____



Name and Title: _____

Kristin Scott, President

Company Name: _____

Scott Human Resources

Date: _____

09/23/2019