



Letter of Transmittal

Submitted Electronically to rappelhanz@topekametro.org

September 26, 2019

Topeka Metropolitan Transit Authority
Attn: Richard D. Appelhanz
201 North Kansas Avenue
Topeka, KS 66603

Re: Topeka Metropolitan Transit Authority
Request for Bids for Human Resources Consulting Services, TO-20-07

Dear Mr. Appelhanz:

HR Partners, LLC ("HR Partners") sincerely appreciates the opportunity to respond to the Topeka Metropolitan Transit Authority's Request for Bids TO-20-07 ("RFB") seeking on-call human resources consulting services.

The Topeka Metropolitan Transit Authority ("Metro") was created in 1973 and has since grown from a small privately owned bus service to a leader in local transportation in the Greater Topeka community. The Metro has approximately one hundred (100) employees in Topeka and in 2017 provided more than 1.2 million passenger trips on 26 fixed route buses.

HR Partners was established in 1992 and has been solely owned by Kristina Dietrick since 2008. HR Partners is a nationwide Human Resources consulting firm located in Topeka, Kansas, specializing in Human Resources outsourcing and consulting services, compliance issues, employee relations, recruitment, benefits, training and organizational development and, through a separate corporation, labor and employment law.

HR Partners' professional staff is experienced, certified and qualified to partner with the Metro to evaluate, provide written recommendations and implement solutions with respect to the Metro's Human Resources services, and we excitedly look forward to that opportunity. Further, HR Partners understands the specifications and the term of this RFB and is able and willing to fulfill the services requested.

Providing People Solutions

Topeka Metropolitan Transit Authority
Request for Bids for Human Resources Consulting Services, TO-20-07
September 26, 2019
Page 2

In that regard, please find attached HR Partner's response containing all requested responses and documentation, including the signed Bid Form, for the Metro's review.

HR Partners looks forward to the Metro's consideration of our response to the RFB as well as the opportunity to meet with the Metro to discuss our proposal and the strategies involved with its implementation.

Respectfully submitted,



John R. Dietrick
CEO & General Counsel

HR Partners, LLC
1240 SW Oakley Avenue
Topeka, KS 66604
Phone: 785.233.7860
Fax: 785.233.7802
John@HRPartnersks.com

JRD/mjb

Enclosures



Response
to
Topeka Metropolitan Transit Authority's
Request for Bids, TO-20-07
For
On-Call Human Resources Consulting Services

Submitted
by
HR Partners, LLC

September 26, 2019

Table of Contents

| | |
|---|----|
| Table of Contents..... | 1 |
| I. Executive Summary of Proposed Services | 2 |
| II. Topeka Metropolitan Transit Authority Bid Form | 3 |
| III. HR Partners' Qualifications | 9 |
| A. Profile Data | 9 |
| B. References | 11 |
| IV. Specifications | 12 |
| A. Projects Assigned by HR Director or General Manager..... | 12 |
| 1. Wage/Salary Ranges and Allocation | 13 |
| 2. Performance Appraisal Systems, Tools and Processes | 13 |
| 3. Customized Employee Training..... | 13 |
| 4. Policy Development and Revision..... | 14 |
| 5. Create New or Update Existing Job Descriptions..... | 15 |
| 6. Ongoing Management Training and Coaching..... | 15 |
| 7. Executive Recruitment Process..... | 16 |
| B. Projects Assigned by Board of Directors..... | 16 |
| 1. Hiring | 16 |
| 2. Salary Benchmarking..... | 16 |
| 3. Performance Reviews | 16 |
| 4. Maintenance of Personnel Records | 17 |
| V. Summary of Services to be Provided by HR Partners | 17 |
| Conclusion..... | 17 |

I. Executive Summary of Proposed Services

HR Partners, LLC ("HR Partners") is a full-service regional Human Resources ("HR") consulting firm located in Topeka, Kansas, serving public and private sector clients throughout Kansas and the United States.

Our team of HR professionals specializes in HR outsourcing and consulting services, compliance issues, employee relations, recruitment, benefits, training and organizational development and, through a separate corporation, labor and employment law. We provide both on-site and off-site HR services to our clients on a 24/7 basis.

In 2018, HR Partners provided HR services to 152 diverse clients throughout Kansas and the United States. With our broad depth of experience and a team of talented professionals who are flexible, open-minded and dedicated to meeting the HR needs of our clients, HR Partners is prepared and eager to offer our comprehensive HR services to the Topeka Metropolitan Transit Authority ("Metro") to help enhance all facets of its Human Resources services.

II. Topeka Metropolitan Transit Authority Bid Form

The preceding specifications and the following clauses and certifications will be part of the contract.

1.0 ACCESS TO RECORDS

The Contractor agrees to provide Metro, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302 and 49 CFR 633.5, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until Metro, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR 200.333 and 2 CFR 200.336. FTA does not require the inclusion of these requirements in subcontracts.

2.0 ASSIGNMENT AND DELEGATION

Contractor shall neither delegate any duties or obligations under this contract, nor assign, transfer, convey, sublet, subcontract or otherwise dispose of the contract or its right, duty, title or interest in or to the same, or any part thereof, without previous written consent of Metro.

3.0 CIVIL RIGHTS

- 3.1 Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12132, and Federal transit law at 49 USC 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 3.2 Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
 - 3.2.1 Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and Federal transit law at 49 USC 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
 - 3.2.2 Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC 623 and Federal transit law at 49 USC 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - 3.2.3 Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC 12112, the Contractor agrees that it will comply with the requirements of the US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
- 3.3 The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- 3.4 If the contract involves federal funds, the provisions of this subsection do not apply. If the contract does not involve federal funds, and if contractor's contracts with Topeka Metro for the current fiscal year cumulatively total more than \$5,000 and the contractor has four or more employees during the term of this contract, the contractor also agrees to observe the provisions of the Kansas Act Against Discrimination and the Kansas Age Discrimination in Employment Act and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin or ancestry. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by Topeka Metro. If the contractor fails to comply with the reporting or other requirements of the Kansas Human Rights Commission under K.S.A. 44-1031 or K.S.A. 44-1116, and amendments thereto, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by Topeka Metro. If contractor is found guilty of a violation of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the

Kansas Human Rights Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by Topeka Metro. Contractor agrees to include the binding provisions of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

4.0 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

Contractor shall at all times be solely responsible for complying with all applicable local, state and federal laws, ordinances and regulations in connection with the performance of this contract.

5.0 CONFIDENTIALITY

Between the date and time that proposals are due, until award of the contract by Metro, no information will be released which may have an adverse impact upon the negotiations or selection process. No information will be shared about the distinguishing characteristics or deficient characteristics of any proposal. All documents received by Metro are subject to the Kansas Open Records Act, KSA 45-215, et seq., and the Freedom of Information Act, 5 USC 552.

6.0 CONFLICT OF INTEREST

No director or employee of Topeka Metropolitan Transit Authority, during his/her tenure or within one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

7.0 CONTRACT CHANGES

Any proposed change to this contract shall be submitted to Metro in writing for approval. No change in this contract shall be made unless Metro gives prior written approval. Contractor shall be liable for all costs, damages and/or liabilities, and for proper correction, resulting from any specification change not properly approved in writing by Metro. Changes that have not been approved by Metro shall place Contractor in default of the contract.

8.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 8.1 This contract is subject to the requirements of 49 CFR 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.
- 8.2 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)).
- 8.3 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.
- 8.4 The contractor may not hold retainage from its subcontractors.
- 8.5 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.

9.0 ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

10.0 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Metro will comply with the requirements of 49 USC 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

11.0 FEDERAL CHANGES

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Metro and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

12.0 INCORPORATION OF FTA TERMS

These contract provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the included contract provisions. All contractual provisions required by USDOT, as set forth in the current version of FTA Circular C 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Metro requests which would cause Metro to be in violation of the FTA terms and conditions.

13.0 INDEMNIFICATION

Contractor shall be responsible for and indemnify, defend and hold harmless Metro, its directors and employees from all demands, claims, suits and settlements for loss of or damages to property, or personal injuries, including death to persons, and from all judgments recovered, and from all expenses incurred in defending or settling said claims or suits, or enforcing this provision, including court costs and attorney fees and other expenses arising out of the errors, omissions or negligent acts of the Contractor, its employees, or agents in connection with the goods and/or services provided under this contract.

14.0 INSURANCE

Contractor shall maintain for the duration of the contract such insurance as will protect it and Metro from all claims, including Workers' Compensation, and will hold Metro harmless from, and indemnify Metro for, all claims and damages which may arise out of or result from the Contractor's operations under this contract, whether such operations are by Contractor, by a subcontractor, by anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable. Contractor will submit certificates or other proof of insurance to Metro, naming Metro as an additional insured, upon notification of contract award.

15.0 INTEREST OF CONGRESS

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit arising therefrom.

16.0 NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Metro and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Metro, the contractor, or any other party (whether or not a party to this contract) pertaining to any matter resulting from this contract. The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this clause shall not be modified, except to identify the subcontractor who will be subject to its provision.

17.0 PATENT INFRINGEMENT

Contractor agrees that it will, at its own expense, defend all suits and all proceedings instituted against Metro, if such suits and proceedings are based on any claim that the materials or equipment provided by Contractor, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent. Metro will give Contractor prompt notice in writing of any suit or proceeding, and will give Contractor all needed information, assistance and authority to enable Contractor, through its legal counsel, to defend the same.

18.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

- 18.0 The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801, et seq. and US DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon execution of this contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.
- 18.1 The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307 on the contractor, to the extent the Federal Government deems appropriate.
- 18.3 The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

19.0 RECYCLED PRODUCTS

The contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

20.0 SUSPENSION AND DEBARMENT

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 not 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.

21.0 TERMINATION

Termination for Convenience – Metro may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Metro's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to Metro to be paid to the contractor. If the contractor has any property in its possession belonging to Metro, the contractor will account for the same, and dispose of it in the manner Metro directs.

Termination for Default – If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, Metro may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by Metro that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the contractor, Metro, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure – Metro in its sole discretion may, in the case of a termination for breach or default, allow the contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to Metro's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by contractor of written notice from Metro setting forth the nature of said breach or default, Metro shall have the right to terminate the contract without any further obligation to the contractor. Any such termination for default shall not in any way operate to preclude Metro from also pursuing all available remedies against contractor and its sureties for said breach or default.

Waiver of Remedies for Any Breach – In the event that Metro elects to waive its remedies for any breach by contractor of any covenant, term or condition of this contract, such waiver by Metro shall not limit Metro's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

Termination for Default – If the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, Metro may terminate this contract for default. Metro shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Metro.

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 |
|---------------------------|---------------------|----------------|----------------|----------------|----------------|
| <u>HR Principal</u> | <u>\$150.00/Hr.</u> | <u>2% inc.</u> | <u>2% inc.</u> | <u>2% inc.</u> | <u>2% inc.</u> |
| <u>HR Advisor</u> | <u>\$100.00/Hr.</u> | <u>2% inc.</u> | <u>2% inc.</u> | <u>2% inc.</u> | <u>2% inc.</u> |
| <u>Clerical Support</u> | <u>\$ 25.00/Hr.</u> | <u>2% inc.</u> | <u>2% inc.</u> | <u>2% inc.</u> | <u>2% inc.</u> |
| <u>Legal Principal*</u> | <u>\$250.00/Hr.</u> | <u>2% inc.</u> | <u>2% inc.</u> | <u>2% inc.</u> | <u>2% inc.</u> |
| <u>Legal Associate*</u> | <u>\$125.00/Hr.</u> | <u>2% inc.</u> | <u>2% inc.</u> | <u>2% inc.</u> | <u>2% inc.</u> |

*Legal services will be provided only when requested by the Metro.

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: 

Name and Title: John R. Dietrick, CEO & General Counsel

Company Name: HR Partners, LLC

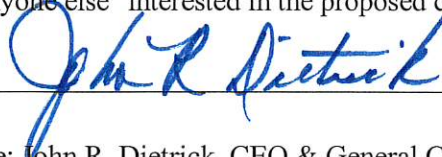
Date: September 26, 2019

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: _____



Name and Title: John R. Dietrick, CEO & General Counsel

Company Name: HR Partners, LLC

Date: September 26, 2019

SUSPENSION / DEBARMENT CERTIFICATION

In regard to 2 CFR Parts 180 and 1200

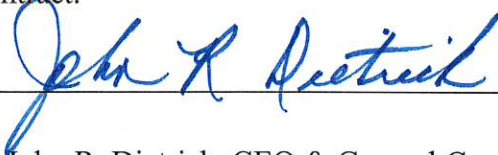
In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 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: John R. Dietrick, CEO & General Counsel

Company Name: HR Partners, LLC

Date: September 26, 2019

III. HR Partners' Qualifications

A. Profile Data

1. Name & Address of Main Office

HR Partners, LLC
1240 SW Oakley
Topeka, KS 66604

2. Name, Title, Phone and Fax Number of Key Contact

John R. Dietrick
CEO & General Counsel
Phone: 785.233.7860/800.635.2310
Fax: 785.233.7802
Email: John@HRPartnersks.com

3. Federal Employee Identification Number

FEIN 26-3250211

4. Company Locations

Topeka, Kansas, is our only physical location, but we provide HR services throughout Kansas and the United States.

5. Company Information

HR Partners, LLC (formerly New Dawn Enterprises, LLC, d/b/a Creative Business Solutions), was organized under the laws of the state of Kansas on August 15, 2008, as a for profit Limited Liability Company. Legal services, including employment and labor law, are provided through a separate corporation, The Law Offices of John R. Dietrick, P.A.

Kristina Dietrick and John Dietrick acquired HR Partners from its previous founder/owners in 2008. Kristina is the President and sole owner of HR Partners and has more than 25 years of experience in the HR field, including full-time HR positions with Garden City Cooperative, Inc., Valeo Behavioral Health Care, Inc., and Blue Cross Blue Shield of Kansas. Kristina received her Bachelor of Arts from Washburn University and holds the Professional in Human Resources (PHR) designation as well as the Society for Human Resource Management Certified Professional (SHRM-CP) designation.

John Dietrick serves as the CEO and General Counsel of HR Partners and has more than 35 years of legal experience in the areas of corporate, insurance, labor and employment law. John received his Bachelor of Arts from Washburn University, his Master of Public Administration from the University of Kansas, and his Juris Doctorate from Washburn University School of Law.

Kristina Dietrick will serve as the lead consultant on this project but will be assisted by our staff as needed or required. HR Partners staff and their biographical information follow:

Margaret Phillips, HR Advisor. Margaret graduated from Baker University with a Bachelor of Arts in Business Management. Margaret joined HR Partners in 2016 from The Home Depot, where she served in various capacities, including Human Resources Coordinator, Consolidated Office Supervisor, Inventory Control and Quality Assurance Supervisor and Area Supervisor (Inbound and Outbound). Prior to The Home Depot, Margaret served as a Business Office Manager at Providence Living Center. As a Human Resources Advisor, Margaret plans, directs and coordinates human resources management activities for various clients.

Allison Zerbe, Associate Attorney and HR Advisor. Allison received her Bachelor of Science degree from Washburn University, *summa cum laude*, and subsequently graduated from Washburn's School of Law in December 2018, where she was initiated into the Phi Kappa Phi Honor Society. Allison clerked for the Law Offices of John R. Dietrick, P.A. during her final year of law school and served as an HR Advisor for HR Partners. Allison recently passed the February 2019 Missouri Bar Examination and became an Associate Attorney with the Law Offices of John R. Dietrick, P.A. where she focuses on labor, employment, and corporate law. Allison continues to serve as an HR Advisor with HR Partners.

Marcia Blair, Executive Assistant. Marcia joined HR Partners in December of 2008. She has over 26 years of office management and administration within a variety of industries including mental health and health care. Marcia is responsible for the day-to-day operations of HR Partners, including account payables and receivables, income and expense reports, payroll, office supplies, client services (including background checks), and federal and state tax reporting. Additionally, Marcia prepares legal documents, PowerPoint presentations, investigative reports and other word processing duties. She received her Computer Office Technology (COT) certification from Topeka Technical College and is also a licensed Notary Public.

For more information about our staff and HR Partners generally, please visit our website at www.HRPartnersks.com

B. References

Please provide at least three (3) references and contact information for clients HR Partners currently services.

| Reference No. 1 | Cook, Flatt & Strobel, Engineers |
|-----------------|---|
| Organization: | Cook, Flatt & Strobel, Engineers 2930 SW Woodside Dr. Topeka, KS 66614 |
| Key Contact: | Kevin Holland, Board Member 2930 SW Woodside Dr. Topeka, KS 66614 Phone: (785) 272-4706 Email: kholland@cfse.com |
| Reference No. 2 | Kansas Grain Inspection Service, Inc. |
| Organization: | Kansas Grain Inspection Service, Inc. 3800 NW 14th Street Topeka, KS 66618 |
| Key Contact: | Tom Meyer, President 3800 NW 14th Street Topeka, KS 66618 Phone: (785) 233-7063 Email: tom@kansasgrain.com |

| Reference No. 3 | Washburn University Alumni Association and Foundation |
|------------------------|--|
| Organization: | Washburn University Alumni Association and Foundation 1729 SW MacVicar Ave. Topeka, KS 66604 |
| Key Contact: | Marshall Meek, Executive Director 1729 SW MacVicar Ave. Topeka, KS 66604 Phone: (785) 670-4483 Email: mmeek@wualumni.org |
| Reference No. 4 | Capper Foundation |
| Organization: | Capper Foundation 3500 SW 10th Ave. Topeka, KS 66604-1995 |
| a. Key Contact: | Jim Leiker, President & CEO 3500 SW 10th Ave. Topeka, KS 66604-1995 Phone: 785.372.4060 x:7119 Email: jleiker@capper.org |

IV. Specifications

A. This Request for Bids (RFB) shall be for the purpose of providing the Topeka Metropolitan Transit Authority ("Metro") with an on-call (and on-site as needed or requested) Human Resources consulting services, including but not limited to the following projects, assigned by the HR Director or General Manager, each of which is addressed in more detail below:

1. Wage/salary ranges and allocation;
2. Performance appraisal systems, tools and processes;
3. Customized employee training;
4. Policy development and revision;
5. Create new or update existing job descriptions;
6. Ongoing management training and coaching; and
7. Assist with the hiring process for executive positions.

1. Wage/Salary Ranges and Allocation

HR Partners will conduct a mini-analysis of the current salary structure to assess the Metro's salary ranges and benchmarking. HR Partners will then perform the following:

- Comparison of the Metro's salaries to industry standards.
- Development of recommended job grades and ranges for Metro positions.
- Validation of exempt and non-exempt status.
- Placement of specific Metro jobs in specific job grades.
- Benefits analyses for full-time, part-time and contract employees.

HR Partners recommends the following approach to a bi-annual salary survey, if the Metro wishes to proceed in this manner:

- Determine job titles to compare against Metro positions.
- Identify sources for salary information to use in the comparison for these jobs. (The Metro will provide suggestions for industry specific sources of information.)
- Collect comparative compensation data (i.e., Consumer Price Index).
- Collect comparative benefits data.
- Review current job grades and job ranges against the data collected from sources.
- Review Metro job descriptions for exempt/non-exempt status verification.
- Recommend placement of specific job titles in specific ranges.
- Develop and present a final report (i.e., findings and recommendations) from the results of the bi-annual salary survey.

2. Performance Appraisal Systems, Tools and Processes

HR Partners will conduct a comprehensive assessment of the Metro's performance appraisal process and determine if changes or modifications are needed or required. HR Partners may also present alternatives to the Metro's existing performance appraisal system if we believe another system may be more efficient for the Metro's HR operation. Whichever direction is ultimately taken, HR Partners will ensure the performance management system is customized and responsive to the values and culture of the Metro.

At the conclusion of this project, HR Partners will deliver findings, conclusions and recommendations regarding the Metro's performance management system and will provide training options for the Metro's supervisors in regards to goal setting, leadership and communications as they relate to the Metro's values and culture.

3. Customized Employee Training

Training and organizational development are key components to any successful organization. HR Partners absolutely believes in this adage and we devote a significant portion of our business to

developing relevant training topics and conducting training for clients in Kansas and throughout the United States.

Because HR Partners is so intimately involved with corporate training and because we conduct training sessions almost weekly for a very diverse group of clients with varying professional backgrounds and needs, we are confident we will be able to address each of the specific training needs identified by the Metro ... and more.

As evidence of our training acumen, please review our 2019 Training Topics (See **Exhibit 1**, "2019 Training Topics".) Furthermore, each training topic offered by HR Partners may be customized to the specific needs of the Metro. Additionally, HR Partners can help direct the Metro to other on-line training and educational opportunities as may be required.

Kristina Dietrick will be the lead HR Partners staff person assigned to conduct training programs and/or seminars for the Metro.

The timeline for addressing the Metro's training and organizational development requirements will be mutually established by the Metro and HR Partners.

The billing rates for corporate training conducted by HR Partners are established incrementally and generally based on a maximum of 25 participants per training session as follows:

| | |
|----------------------------|------------|
| 2-hour training session: | \$ 500.00 |
| 4-hour training session: | \$1,000.00 |
| Full-day training session: | \$1,500.00 |

Should topics need specific customization per the Metro, HR Partners would bill at the rate of \$150.00 per hour for this customization.

4. Policy Development and Revision

This may be the most critical phase of the entire process because it entails a thorough review of the HR infrastructure, including recommendations and strategies for revising and developing new processes, programs and/or practices regarding HR issues. In short, this project will serve as the foundation for the Metro's HR services.

Based upon our experiences, HR Partners believes the HR assessment of the Metro's Human Resources services will accurately assess organizational design and planning, hiring and placement, compliance, employee relations, employee handbook, HR forms and tools, Affirmative Action Plan, termination, compensation, performance appraisals, benefits, training, safety and health, employee services, and public relations, among others.

At the completion of the HR assessment, HR Partners will deliver findings, conclusions and recommendations which will form the foundation for policy development, procedures, best practices and any required revisions or updates with respect to the Metro's HR services.

5. Create New or Update Existing Job Descriptions

Once the findings and recommendations from the HR assessment have been shared with the Metro and assimilated, HR Partners will conduct a full review of almost 60 – 70 job descriptions for the Metro. Job descriptions will be reviewed to ensure, for example, compliance with FLSA guidelines (exempt vs. non-exempt) and ADA guidelines (essential job functions and physical capacities for each job function). For best business practices, each job description should include performance expectations to provide complete transparency between employer and employee. HR Partners will also revise job descriptions as needed and consolidate job titles wherever possible.

Once proper job descriptions have been finalized, HR Partners will then be able to review the current Metro compensation structure based upon the updated job descriptions and provide an analysis of each to determine its relative placement on the compensation scale.

6. Ongoing Management Training and Coaching

With respect to management coaching, HR Partners will work closely with the Metro to develop a program to ensure the coaching and/or training needs of the Metro's management staff are met.

One-On-One Coaching (suggested format)

- Hour 1 – Introductory meeting. Manager is instructed to take an online assessment (job fit analysis report). Each on-line assessment will be a slight additional cost.
- Hour 2 – Review job fit analysis report with manager. Develop training plan addressing challenges.
- Hours 3 to 5 – Execute training plan approved by the Metro.

Group Training

- Curriculum based on job fit analysis scores and specific subject matter needs identified by the Metro. (Again, the on-line assessments would be an additional cost.)

Kristina Dietrick serves as a coach/mentor to executives and employees of many HR Partners' clients and will be able to provide that same professional one-on-one counseling and/or group training to the Metro.

7. Executive Recruitment Process

HR Partners will conduct a comprehensive assessment of the Metro's executive recruitment process utilizing our confidential, proprietary template which will be customized to the Metro as needed. (See **Exhibit 2**, "Employee Recruitment Checklist", prepared by HR Partners.) Our assessment will review the entire recruitment process to include job descriptions, benefit summary sheets, advertising, screening and phone screening, job applications, interviews, background checks, assessments, job offers, new hire paperwork, orientation and on-boarding.

HR Partners will then provide written recommendations to the Metro to ensure the Metro is compliant with all state and federal laws applicable to the recruitment process.

HR Partners will assign staff to review the Metro's employment recruitment process and to make any written recommendations concerning this process which is critical to the organization.

B. Other projects which may be assigned by the Board of Directors to include assistance with the coordination of personnel duties for the Metro's General Manager, include, but are not limited to the following which are addressed in detail below:

1. Hiring;
2. Salary benchmarking;
3. Performance reviews; and
4. Maintenance of personnel records.

1. Hiring

As provided on page 16, Executive Recruitment Process, HR Partners will provide these services, or modified services, to the Board as needed or requested.

2. Salary Benchmarking

As provided on page 13, Wage/Salary Ranges and Allocation, HR Partners will provide these services, or modified services, to the Board as needed or requested.

3. Performance Reviews

As provided on page 13, Performance Appraisal Systems, Tools and Processes, HR Partners will provide these services, or modified services, to the Board as needed or requested.

4. Maintenance of Personnel Records

HR Partners will maintain separate personnel records on our server (electronically) for all CEO HR data. This will include, but not be limited to, hiring, performance, compensation, goal setting, etc. If requested by the Board, all the same materials can be housed with all Metro HR records.

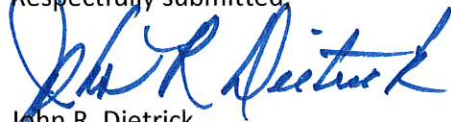
V. **Summary of Services to be Provided by HR Partners**

- A. As described in detail above, HR Partners is able to provide on-call Human Resources consulting services to the Metro for each of the requested projects which may be assigned by the HR Director, the General Manager and/or the Board of Directors. HR Partners understands the list of projects identified may not be an all-inclusive list, and is prepared to respond to other project requests as needed.
- B. HR Partners understands this will be a five-year project and is fully prepared to provide on-call Human Resources consulting services to the Metro for the duration of the Contract Term.

Conclusion

Thank you for allowing HR Partners the opportunity to present our response to the Metro's Request for Bids for On-Call Human Resources Consulting Services. Should there be any questions, please do not hesitate to contact me directly. Otherwise, we look forward to hearing from you in due course.

Respectfully submitted,



John R. Dietrick

CEO & General Counsel

HR Partners, LLC

1240 SW Oakley Avenue

Topeka, KS 66604

Phone: 785.233.7860

Fax: 785.233.7802

Email: john@HRPartnersks.com

Enclosures:

Exhibit 1 - 2019 Training Topics

Exhibit 2 - Employee Recruitment Checklist



2019 Training Topics

1. Five Components of Great Employee Engagement – How to Achieve It
2. Managing Multiple Generations in the Workplace
3. Workplace Boundaries/Etiquette – Working Through Workplace Scenarios
4. HR Metrics – Measure What You Treasure
5. Hiring and Onboarding Great Talent
6. Communicating and Documenting Performance
7. Top 10 HR Issues Identified and Resolved
8. Employee Handbook – The Must Haves
9. Why Is This Person Still Working Here?
10. Powerful Presentations

Other Important Assistance Requested

1. Team Building
2. Leadership Strategic Planning Facilitation



Employee Recruitment Checklist

- Job Description
 - Create and/or revise
- Benefit Summary Sheet
 - Create and/or revise
- Job Advertisement (Internal vs. External)
 - Create and/or revise
 - Internet Job Boards - livecareer.com, glassdoor.com, jobinventory.com, simplyhired.com, indeed.com
 - Newspaper publications via online
 - Kansas Job Link (Kansas Workforce Center)
 - Professional Associations (websites and/or periodicals/publications).
 - Social Media
 - Email Distribution Lists
- Review and Screen Candidates
 - Organize them into tiers according to qualifications:
 - Top Tier – Qualified, Great Work Experience
 - 2nd Tier – Qualified, Adequate Work Experience
 - Lower Tier – Not Qualified
- Conduct Phone Screens
 - Prepare phone screen questions – Conduct on top tier candidates
- Job Applications
 - Top candidates will complete detailed applications
- Interviews
 - Develop questions for the interview in advance
 - Keep notes on all candidates that are interviewed
- Background Checks*
 - Criminal – KBI and/or Multi State Search
 - Education Verification
 - Employment Verification
 - Professional References
 - Credit Check
 - Motor Vehicle Record
 - Drug Screening (May be coordinated with HR Partners through a third-party provider)
- Assessments*
 - On-line assessments offered through Profiles International
- 2nd Interview and/or Job Shadowing
- Verbal Offer to Top Candidate contingent on passing pre-employment screening process
- Job Offer Letter and/or Employment Agreement
- Phone Calls/Emails to Candidates Not Selected Advising Position Has Been Filled
- New Hire Paperwork (E-verify); New Employee Orientation and On-boarding schedule for 90 days

*HR Partners can assist at an additional cost.